

# ATM and Visa® Debit Card Agreement



## CARD RULES AND REGULATIONS

- 1. Definitions.** In this ATM and 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 ("Umpqua"). The words "we", "us", and "our" refer to 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 certain 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 Card governed by this Agreement. "Business Day" means every day except Saturdays, Sundays, and federal holidays. Some Branch locations may close on a Business Day due to an emergency.
- 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, and Authorized Users as identified on the Business Visa® Debit Card Application ("Application") agree to be bound by the Application and 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 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 Card and you must cut the Card in half and dispose of the pieces.
- 4. Unauthorized Transfers.** Please refer to the Unauthorized Transfers section of the Umpqua Bank Personal or Business Rules & Regulations provided to you upon account opening, which applies to the Card and your use of the Card.
- 5. Error Resolution Notice.** Please refer to the Error Resolution Notice section of the Umpqua Bank Personal Rules & Regulations provided to you upon account opening, which applies to the Card and your use of the Card. Error Resolution does not apply to business debit cards.
- 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 the Designated Account(s) in good standing (defined generally as your Account(s) having a positive balance). When activated, your Card may be used to make withdrawals, deposits, 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 Card and any Fees charged to the Card 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, including due to Card or Designated Account inactivity. 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 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. 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. 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, as defined on the Application, 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 Card will not be used for any transaction that is primarily for personal, family or household purposes. You and the Company 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. 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 (as defined on the Application) 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.
- 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 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.

# ATM and Visa® Debit Card Agreement



**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.

**13. Card Transaction Dollar Limits.** Using your Card, the following daily limits apply:

<u>Card Type</u>	<u>ATM Withdrawals</u>	<u>POS Transactions</u>
ATM Card	\$300*	NA*
Debit Card	\$750	\$5,000
Business Debit Card	\$750	\$8,000
Platinum Debit Card	\$750	\$8,000
Private Banking Debit Card	\$500	\$5,000

*\*ATM Cards may be used to withdraw cash or deposit funds at in-network ATMs only. ATM Cards may not be used at merchant or POS locations to pay for 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 Debit Card, Business Debit Card, Platinum Debit Card and Private Banking Debit Card permit you to pay for purchases through automatic debits to the primary checking 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 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. Depending on the POS terminal capabilities, POS transactions may include cash back.

**14. Additional Limitations on Savings & Money Market Accounts.** Bank policy limits savings accounts and money market accounts to six convenient transfers and withdrawals per month per account. Convenient transfers and withdrawals include, but are not limited to, ACH debits, checks, telephone transfers, and overdraft protection transfers. These limits do not apply to withdrawals made in person, by ATM or for an Umpqua loan repayment.

**15. Fraud Alerts Program.** As stated in Monitoring and Recording Telephone Calls and Consent to Receive Communications of the Umpqua Bank Personal or Business Rules & Regulations provided to you at the time you opened your account, you authorize us to contact you regarding your Designated Account and Card throughout its existence using any kind of telecommunications technology at any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us. You further authorize us to contact you through the use of voice, voice mail and text messaging. By providing us the phone number for your mobile device, you agree that, unless cancelled by you, you authorize Umpqua to notify you of suspected incidents or financial or identity fraud through its Fraud Alerts Program (SMS message service) and you agree to receive these calls and messages, including pre-recorded or auto-dialed calls, as allowed by the Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

Your carrier's standard messaging rates apply to your entry or submission message, our confirmation, and all subsequent SMS correspondence. Umpqua does not charge for any content; however, downloadable content may incur additional charges from your carrier. Please contact your carrier for information about your messaging plan. Your carrier may impose message or charge limitations on your mobile device account that are outside our control. All charges are billed by and payable to your carrier. You represent that you are the owner or authorized user of the mobile device you use, and that you are authorized to approve the applicable charges.

We will not be liable for any delays or failures in your receipt of any SMS messages as delivery is subject to effective transmission from your carrier and processing by your mobile device. SMS message services are provided on an AS IS, AS AVAILABLE basis. Alerts sent through the Fraud Alerts Program via SMS may not be delivered to you if your device is not in the range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within coverage, factors beyond the control of any carrier may interfere with message delivery. No carrier will guarantee that alerts will be delivered.

Data obtained from you in connection with this SMS message service may include your cell phone number, your carrier's name, and the date, time and content of your messages and other information that you may provide. We may use this information to contact you and to otherwise operate, develop, and improve the SMS message service. Your carrier and other service providers may also collect data about your SMS usage, and their practices are governed by their own policies. We will only use information you provide to the SMS message service to transmit your text message or as otherwise described in this document. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the SMS message service, you agree to provide accurate, complete, and true information.

The SMS message service and the content and materials received through the SMS message service are proprietary to us or our licensors, and are for your personal, non-commercial use only. You shall not damage, impair, interfere with, or disrupt the SMS message service or its functionality.

The SMS message service is offered only in the United States.

We reserve the right to alter these terms and conditions from time to time. We may suspend or terminate the SMS message service to you if we believe you are in breach of our terms and conditions. Your service is also subject to termination in the event that your carrier terminates or lapses. We may discontinue the SMS message service at any time.

Fraud Alerts Program messaging frequency depends on account activity. To cancel fraud text messaging services at any time, reply STOP to any fraud alert sent to your mobile device.

# ATM and Visa® Debit Card Agreement



If you have any questions, email us at [customerservice@umpquabank.com](mailto:customerservice@umpquabank.com) or call us at 1-866-486-7782, Monday-Sunday 8a-6p. You can also text the word HELP to 32874 to get additional information about the service. We do not charge for help or info messages; however, your carrier rates apply.

- HELP instruction: Text HELP to 32874
- STOP instructions: Text STOP to 32874 to cancel or opt-out of the Fraud Alerts Program

For our Privacy Policy, please go to [www.umpquabank.com/help-center/privacy-policy](http://www.umpquabank.com/help-center/privacy-policy)

- 16. Visa Account Updater Service.** If you give your Card number to a merchant with authorization to bill it for recurring payments, or to keep it on file for future purchases or payments, and your Card number or expiration date changes, you should notify the merchant with your new Card information. We subscribe to the Visa Account Updater Service ("VAU Service") and provide updated Visa® Debit Card information to the VAU Service. If a merchant participates in the VAU Service, that merchant will receive the updated Card information. Changes to your Card number due to reported fraud will not be provided to the VAU Service. Because not all merchants subscribe to the VAU Service, if you want your payments to continue uninterrupted if your Card number or expiration date change, you will need to notify each merchant of your new Card number or expiration date.
- 17. Verified by Visa.** If you provide your Card number to an online/e-Commerce merchant for payment authorization, we subscribe to the Verified by Visa Service ("VbV"), which helps to ensure the transaction is initiated by the rightful owner of the Card. Cardholder authentication using VbV, if invoked by a participating online merchant, occurs before the transaction is authorized for payment, and uses risk-based authentication rules to help improve cardholder security and help prevent fraud.  
  
If your online transaction is declined for authentication through VbV, contact us at 1-866-486-7782 for assistance.
- 18. 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. Monthly statements for savings accounts will be issued unless there are no transfers in a particular month. In any case, you will get Designated Account statements at least quarterly.
- 19. 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.
- 20. Default.** You will be in default of this Agreement, and we may terminate the Card 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 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.
- 21. 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 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 Card, 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.
- 22. 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, at 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.
- 23. 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 have no right to amend this Agreement.
- 24. Phone Calls.** In the regular course of our business, we may monitor, and record phone conversations made or received by our agents. You agree that we will have such right with respect to all phone conversations between you and our agents, whether initiated by you or any of our agents.
- 25. 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 purchased merchandise directly with the merchant from whom it was purchased. You may not assert disputes you may have with a merchant against us, 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 Fees or 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.
- 26. 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.
- 27. Our Liability for Transfer Failures.** If we do not complete a transfer to or from your Designated Account on time or in the correct amount according to this Agreement, we will be liable for your actual losses directly related to such transfer. However, there are exceptions. We will not be liable: (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 Designated Account, Card or PIN is being used fraudulently, in an unauthorized manner, or in breach of the terms of this Agreement or other applicable agreements or terms or conditions, (ix) if the Card has been damaged; (x) if we do not receive the necessary transfer data from a third

# ATM and Visa® Debit Card Agreement



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; (xiii) if circumstances beyond our reasonable control prevent the transfer; or (xiv) if an exception stated elsewhere in this Agreement or in any other agreement between you and us is applicable. 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.

- 28. 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.

This section shall survive any termination of this Agreement.

- 29. LIMITATION OF LIABILITY.** TO THE FULLEST 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.

This section shall survive any termination of this Agreement.

- 30. 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. 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 Multnomah 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.
- 31. 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.
- 32. 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.
- 33. Entire Agreement.** This Agreement, the Personal or Business Rules and Regulations and the agreement(s) with us regarding the Designated Account, are the entire agreement between the parties hereto regarding the subject matter, and supersede any oral agreements, oral representations, or oral warranties relating thereto.

## DIGITAL WALLET RULES & REGULATIONS

These Digital Wallet Rules & Regulations ("Digital Wallet Terms") are part of this Agreement and apply when you add a Card to a digital wallet, including, but not limited to, Apple Pay®, Samsung Pay®, Google Pay®, or Amazon One®, or any other electronic payment system into which your Card may be enrolled on any mobile phone, tablet, watch or other device that supports an electronic payment system, or any other biometric payment system into which a Card may be enrolled ("Digital Wallet"). When you add a Card and store your Card information in a Digital Wallet, you agree to the rules and regulations contained herein.

- 1. Adding Your Card to A Digital Wallet.** You can add a Card to a Digital Wallet by following the instructions of the Digital Wallet provider. Only Cards that we tell you are eligible can be added to a Digital Wallet. If your Card or Designated Account is not in good standing (defined generally as your Designated Account having a positive balance), that Card cannot be added to a Digital Wallet. When you add a Card to a Digital Wallet, the Digital Wallet allows you to use the Card to enter into transactions where the Digital Wallet is accepted. The Digital Wallet may not be accepted at all places where your Card is accepted. When you enroll in the Digital Wallet, we may require additional verification.
- 2. Umpqua Bank Responsibilities.** Umpqua is not responsible for the Digital Wallet. Umpqua is not the provider of the Digital Wallet, and we are not responsible for providing the Digital Wallet service to you. We only supply information to the Digital Wallet provider to allow usage of your Card in the Digital Wallet. We are not responsible for any failure of the Digital Wallet or the inability to use the Digital Wallet for any transaction. We are not responsible for the performance or nonperformance of the Digital Wallet provider or for any third parties regarding any agreement you enter into with the Digital Wallet provider or associated third party relationships that may impact your use of the Digital Wallet.
- 3. Security.** You agree not to allow anyone else to log on to or use your mobile phone or other device if that would mean that they could use your Card in the Digital Wallet. You will ensure that only your security details, fingerprint, face ID or other security measure can be used to use your Card in the Digital Wallet. You shall keep these details secure and shall not share them with anyone else.
- 4. Fees.** We do not charge additional fees for adding your Card to a Digital Wallet or for using your Card in a Digital Wallet. The Digital Wallet provider and other third parties, such as mobile phone or wireless companies, data service providers or retailers, may charge you for using the Digital Wallet or for transactions using the Digital Wallet.
- 5. Umpqua Bank Terms Apply.** The rules and regulations and account agreements that govern your Card do not change when you add your Card to a Digital Wallet or use your Card through a Digital Wallet. Any applicable interest, fees, and charges that apply to your Card also apply when you use the Digital Wallet to access your Card. We can block your Card in the Digital Wallet from transactions at any time.
- 6. Removing Your Umpqua Bank Card.** If you need to remove your Card from the Digital Wallet, follow the directions on your associated device or contact your Digital Wallet provider for instructions.
- 7. Umpqua Bank Use of Your Information.** You agree that we may share your information with your Digital Wallet provider, a payment network and any others in order to provide the services you have requested, to make information available to you about your Card transactions, and to improve our ability to provide these services. The terms of your agreement with your Digital Wallet provider govern the use of your information by the Digital Wallet provider.



# ATM and Visa® Debit Card Agreement



Your privacy and the security of your information are important to us. We do not control the privacy and security of your information held by your Digital Wallet provider. That is governed by the privacy policy given to you by your Digital Wallet provider.

8. **Notices And Electronic Communications.** You consent to receive electronic communications and disclosures from us in connection with your Card and the Digital Wallet. You agree that we can provide notices to you concerning these Digital Wallet Terms and your use of your Card through the Digital Wallet by posting the material on our website, through electronic notice given to you by email, text message or through the mobile device that you use for the Digital Wallet at any electronic mailbox we maintain for you or to any other email address or telephone number you provide to us, or by contacting you at the current address we have on file for you. This may include contact from companies working on our behalf to provide services to you. You agree to tell us if the contact information you have given to us changes. Your usual text message or mobile device fees may apply.
9. **Questions.** If you have any questions or complaints about your Card, please contact us at the telephone number on the back of your Card. If you have any questions or complaints about the Digital Wallet, please contact the Digital Wallet provider using the information given to you by the provider.
10. **Termination Of Digital Wallet.** We reserve the right for any reason to discontinue offering or supporting use of your Card through a Digital Wallet or to not participate or terminate participation in the Digital Wallet provider's program. Except as otherwise required by applicable law, we may block, restrict, suspend or terminate use of your Card through a Digital Wallet at any time without notice and for any reason, including if you violate these Digital Wallet Terms or any agreement governing use of your Card, if we suspect fraudulent activity, or as a result of the cancellation or suspension of your Card. You agree that we will not be liable to you or any third party for any block, suspension, cancellation or termination of your use of your Card through a Digital Wallet.
11. **DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF YOUR CARD THROUGH A DIGITAL WALLET IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE USE OF YOUR CARD THROUGH A DIGITAL WALLET IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE", WITH ALL DEFECTS THAT MAY EXIST FROM TIME TO TIME AND WITHOUT WARRANTY OF ANY KIND, AND WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO USE OF YOUR CARD THROUGH A DIGITAL WALLET, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WE ALSO DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF ANY DIGITAL WALLET, OR THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, A DIGITAL WALLET WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OR AVAILABILITY OF A DIGITAL WALLET WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN A DIGITAL WALLET WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR ANY THIRD PARTY SHALL CREATE ANY WARRANTY.

WE WILL NOT BE LIABLE TO YOU FOR ANY CIRCUMSTANCES THAT INTERRUPT, PREVENT, OR OTHERWISE AFFECT THE FUNCTIONING OF A DIGITAL WALLET, SUCH AS UNAVAILABILITY OF THE APPLICABLE DIGITAL WALLET SERVICES OR YOUR WIRELESS SERVICE, COMMUNICATIONS, NETWORK DELAYS, LIMITATIONS ON WIRELESS COVERAGE, SYSTEM OUTAGES, OR INTERRUPTION OF A WIRELESS CONNECTION.

USE OF YOUR CARD THROUGH A DIGITAL WALLET INVOLVES THE ELECTRONIC TRANSMISSION OF PERSONAL INFORMATION THROUGH THIRD-PARTY CONNECTIONS. WE CANNOT GUARANTEE THE PRIVACY OR SECURITY OF THESE DATA TRANSMISSIONS.

This section shall survive any termination of these Digital Wallet Terms or this Agreement.

12. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL WE, OUR DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL OR FINANCIAL DAMAGES, LOST REVENUES, OR OTHER LOSSES OF ANY KIND, ARISING OUT OF THESE DIGITAL WALLET TERMS OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE YOUR CARD THROUGH A DIGITAL WALLET, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

This section shall survive any termination of these Digital Wallet Terms or this Agreement.

13. **Miscellaneous.** Your access to and use of your Card through a Digital Wallet is subject to all applicable international, federal, state and local laws and regulations. We reserve the right to seek all remedies available at law and in equity for violations of these Digital Wallet Terms. If any part of these Digital Wallet Terms are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, the invalid or unenforceable provision will be deemed superseded by a valid and enforceable provision that most closely matches the intent of the original provision, and the remainder of these Digital Wallet Terms shall continue in effect. Our failure to exercise or enforce any right or provision of these Digital Wallet Terms shall not constitute a waiver of such right or provision. We may assign these Digital Wallet Terms, in whole or in part, at any time with or without notice to you. You may not assign these Digital Wallet Terms, or any part of it, to any other party. Any attempt by you to do so is void. These Digital Wallet Terms shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.
14. **Changes To These Digital Wallet Terms.** We reserve the right to revise these Digital Wallet Terms at any time and you are deemed to be aware of and bound by any changes to these Digital Wallet Terms by your continued access to or use of your Card through a Digital Wallet. We will provide you notice if required by law. We will indicate that changes to these Digital Wallet Terms have been made by updating the date indicated after ["Rev Date:" (below)]. You cannot change these Digital Wallet Terms, but you can terminate these Digital Wallet Terms at any time by removing all Cards from a Digital Wallet.
15. **Governing Law.** These Digital Wallet Terms are governed by the laws of the state of Oregon, without regard to principles of conflicts of law.

\* Apple Pay is a registered trademark of Apple Inc., registered in the U.S. and other countries and regions.

\* Samsung Pay is a registered trademark of Samsung Electronics Co., Ltd.

\* Google Pay™ is a registered trademark of Google LLC.

\* Amazon and all related marks are trademarks of Amazon.com, Inc. or its affiliates.

\* Fitbit Pay is a registered trademark of Fitbit LLC and its affiliates in the United States and other countries.

\* Garmin Pay™ is a trademark of Garmin Ltd. or its subsidiaries.