

# Summary of Credit Terms- Union Bank® Business Preferred Rewards™ Visa® Card

The rates below reflect the 6/16/22 Prime Rate increase that we will implement on 7/20/22. For accounts opened through 7/19/22, the Summary of Credit Terms with your new card will not reflect the increased rate. For accounts opened after 7/19/22, the Summary of Credit Terms will reflect the increased rate.

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>0.00%</b> Introductory APR for the first 6 months that your account is open.  After that, your APR will be <b>13.49%</b> to <b>22.49%</b> , based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>13.49%</b> to <b>22.49%</b> , based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>26.75%</b> . This APR will vary with the market based on the Prime Rate.
<b>Penalty APR</b>	<b>None</b>
<b>Paying Interest</b>	Your due date is at least 21 calendar days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.75.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .
Fees	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b>	
• Balance Transfer	Either <b>\$10</b> or <b>5%</b> of the amount of each balance transfer, whichever is greater.
• Cash Advance	Either <b>\$15</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.
• Foreign Transaction	<b>3%</b> of each transaction in U.S. dollars.
<b>Penalty Fees</b>	
• Late Payment	Up to <b>\$39</b> .
• Over-the-Credit Limit	<b>\$35</b>
• Returned Payment	<b>\$35</b>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)."

The information about the costs of the card described in this application is accurate as of 07/20/2022. This information may have changed after that date. To find out what may have changed, please call us at 877-505-6789.

**SEE BACK OF PAGE for more important information about your account.**

## ADDITIONAL TERMS & CONDITIONS

If an account is opened, you will receive a Business Cardmember Agreement ("Agreement") with your card(s). You agree to the terms of this Agreement by: using the account or any card, authorizing their use, or making any payment on the account. **We have the right to change the account terms (including the APRs) in accordance with your Agreement.** We reserve the right to change the benefit features associated with your card at any time. Complete terms and conditions will be provided to you when you become an approved cardmember. Cards are issued and serviced by Union Bank® Card Services, a division of MUFG Union Bank, N.A.

### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person and/or entity that opens an account; and What this means to you: When you open an account, we will ask for your name, address, date of birth (for individuals), and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

### CREDIT REPORT AUTHORIZATION

By submitting an application for credit, you authorize us to obtain credit bureau reports regarding you, the authorized representative/owner, and/or the business entity that we will use when considering your application for credit. You also authorize us to obtain credit bureau reports and any other information about you in connection with the extensions of credit on your account and the administration, review or collection of your account. If you ask, we will tell you the name and address of the credit bureau from which we obtained a report about you. You also authorize us to verify your employment, income and other relevant information.

### COMMUNICATION AUTHORIZATION

By providing a telephone number, including but not limited to a cellular (mobile) telephone number, you agree that we (including companies working on our behalf) have your express consent to contact you or the Company at the number provided about any of the Company's Union Bank accounts, and that we may use text messaging, artificial or prerecorded voice messages and automatic dialing technology to call you for any non-telemarketing purpose, including but not limited to informational, account servicing, and collection calls. Message and data rates may apply. You also agree that by providing your email address, we have your permission to contact you through your email address to notify you of progress on your application, provide important account information, to let you know about other products and services.

### ARBITRATION NOTICE

If you are issued a credit card, your Agreement will contain a binding arbitration provision. In the event of any dispute relating to your account, the dispute will be resolved by binding arbitration pursuant to the rules of the American Arbitration Association or JAMS/Endispute. Both you and we agree to waive the right to go to court or to have the dispute heard by a jury (except as to any collection activities on your account). You and we will be waiving any right to a jury trial and you also would not have the right to participate as a part of a class of claimants relating to any dispute with us. Other rights available to you in court may also be unavailable in arbitration. When you receive your Agreement, you should read the Arbitration provision in your Agreement carefully and not accept or use the Card unless you agree to be bound by the arbitration provision.

### BALANCE TRANSFERS

If you are issued a credit card, you authorize us to make one or more of the balance transfers that you have requested from credit card accounts or other types of accounts with other financial institutions. All balance transfer requests are subject to our approval; we are not liable if we do not make a requested balance transfer. We reserve the right to make balance transfers in the order we select and to limit the amount of the balance transfers that we make (this amount may be less than your total credit limit). If you request an amount that we do not approve, we may process a partial transfer for less than you requested or we may decline the entire request. In addition, transfer requests that are incomplete, illegible or requested to cash, to yourself or to another account with us or one of our affiliates may not be processed. You should not transfer any amount that is in dispute in order to preserve your dispute rights. When you transfer a balance from another account, we send a payment in the amount of the balance transfer to the other financial institution. We have no control over, and are not responsible for, how and when the other financial institution applies the payment. You are responsible for verifying that the other financial institution applies the balance transfer payment in accordance with your other account's terms. You should continue to monitor the other accounts that you requested us to send the proceeds of the balance transfer to, and you should continue to pay the minimum payments due on those accounts until you receive statements from those creditors showing that the balances due them have been paid in full. This might not happen until after the balance transfer appears on your billing statement from us. You are liable for any late payments, finance charges or disputed amounts on your other accounts. We do not send instructions to the other financial institution to close your other account. If you want the other account to be closed, you must do that yourself. Balance transfers are subject to applicable fees and finance charges and do not have the benefit of a grace period. **If you take advantage of a balance transfer offer and continue to use the credit card to make purchases, you will lose the interest-free grace period on the new purchases unless you pay the entire statement balance, including the amount subject to the promotional APR, by the payment due date.**

### OTHER DISCLOSURES

**CALIFORNIA RESIDENTS:** A married applicant may apply for a separate account. Additionally, we may obtain information at any time from the California Department of Motor Vehicles. You agree to waive the address confidentiality requirements section of the California Vehicle Code (Section 1808.21).

**NEW YORK RESIDENTS** may contact the New York State Department of Financial Services by telephone at 1-800-342-3736 or visit its website at [www.dfs.ny.gov](http://www.dfs.ny.gov) for free information on comparative credit card rates, fees and grace periods.

**OHIO RESIDENTS:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**WASHINGTON STATE RESIDENTS:** Washington state law prohibits discrimination in credit transactions because of race, creed, color, national origin, sex, or marital status. The Washington State Human Rights Commission administers compliance with this law.

**NOTICE TO MARRIED WISCONSIN APPLICANTS:** No provision of any marital property agreement, unilateral statement or court decree adversely affects our interests and/or rights unless, prior to the time the credit is granted or an open-end credit plan is entered into, we are furnished with a copy of the agreement, statement, or decree, or have actual knowledge of the adverse provision. **Married Wisconsin residents applying for credit separately must furnish name and address of their spouse to Union Bank at P.O. Box 60398, Phoenix, AZ 85026.**

## MILITARY LENDING ACT

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

Additionally, if any clause in your Agreement with us conflicts with the federal law protections afforded to members of the Armed Forces, including any provision related to mandatory arbitration, federal law will prevail.

If you would like to receive this Military Lending Act disclosure orally, please call 1 -877-925-8666.

## IMPORTANT NOTICES & DISCLOSURES

As the authorized representative and owner ("Authorized Representative/Owner") of the business identified in the application for credit ("Company"), you make the following certifications and agreements, individually and as a representative of the Company, upon submission of your application:

- (i) The Authorized Representative/Owner is lawfully acting as a representative on behalf of the Company and has the authority to bind the Company to its obligations in connection with a business credit card account;
- (ii) All information that the Authorized Representative/Owner has provided, or will provide, in connection with the application is true, correct, and complete in all respects material to such application;
- (iii) The Authorized Representative/Owner understands that any Union Bank Business Visa® Cards issued to Company and/or its employees will be issued in reliance upon the information provided by the Authorized Representative/Owner in connection with the application;
- (iv) The Authorized Representative/Owner has reviewed, and understands, this Summary of Credit Terms, which contains important rate, fee, and other information regarding the credit card account(s) for which the Authorized Representative/Owner has applied;
- (v) If a credit card account is opened for the Company and/or the Authorized Representative/Owner as a result of the submission of an application, the Company and the Authorized Representative/Owner will comply with their respective obligations under the Agreement and the Company and the Authorized Representative/Owner will ensure that any of the Company's employees or others who use the business credit card account comply with the obligations of the Agreement;
- (vi) Any purchases or other charges to business credit card accounts opened as a result of the submission of an application will be for business purposes only, and not for personal, family, or household purposes;
- (vii) The Company and the Authorized Representative/Owner will be jointly and severally liable for repayment of all amounts due on all of Company's accounts opened as a result of the submission of an application or subsequently on behalf of Company;
- (viii) We may obtain credit reports and other financial information regarding the Company and/or Authorized Representative/Owner from credit bureaus, our own records and the records of our affiliates, and other lawful sources to verify the creditworthiness of Company and the Authorized Representative/Owner and/or to review the status of any credit card accounts opened as a result of the submission of an application;
- (ix) We may share information regarding this account and/or any credit card accounts opened as a result of the submission of an application with our affiliates in connection with other accounts the Company and/or Authorized Representative/Owner may have with our affiliates;
- (x) The Authorized Representative/Owner expressly consents for us and companies working on our behalf to contact him/her (or the Company) by telephone and/or mobile device (including SMS and MMS text messages), through the telephone number(s) provided in connection with the application and to be provided to us in the future, for any servicing or non-telemarketing purpose, including, without limitation, to collect debts even if the telephone number(s) are currently listed on our corporate or any state, or federal Do-Not-Call lists;
- (xi) The Authorized Representative/Owner agrees that we and companies working on our behalf may contact him/her (or the Company) through the use of an automatic telephone dialing system or an artificial or prerecorded voice, even if the telephone number(s) he/she provides with the application are assigned to cellular, mobile, or Voice over Internet Protocol ("VoIP") service or any other service for which the called party may be charged. The Authorized Representative/Owner further represents and warrants that he/she (or the Company) is the current subscriber or customary user of the telephone number(s) he/she has provided and will provide in the future and that he/she has the authority to provide the consent described above to be contacted at the number(s). If you would like to review our privacy notice you may do so at [unionbank.com/privacy](http://unionbank.com/privacy).

## REWARDS PROGRAM TERMS AND CONDITIONS

The following is a summary of certain key terms and conditions for the Union Bank Rewards Program for the Union Bank Business Preferred Rewards™ Visa Card. You will receive complete Program terms and conditions with your account opening materials if your application is approved.

### EARNING REWARDS POINTS

#### Purchases

You earn points when you (or your authorized user(s)) (collectively, the "Cards" and each a "Card") make Purchases of products and services with your credit card excluding disputed items and items that are subsequently subject to a refund or credit (such as returned merchandise) (collectively "Purchases").

Purchases do not include:

- a) Annual fees, finance charges and other fees or charges posted by us to the account;
- b) Cash advances (including but not limited to cash received over the amount of Purchases charged to the account, Purchases of money orders or other cash equivalents) or special check transactions;
- c) Balance transfers;
- d) Overdraft advances;
- e) Charges for other products, services, or benefits that we provide (such as credit insurance premiums); or
- f) Other transactions that we determine not to be eligible.

Point awards are not earned until they appear on the account statement. Points that have been awarded may be deducted if, after points are awarded, Purchases are subsequently subject to a refund, credit or dispute. We reserve the right to retroactively correct errors made in point awards. We are solely responsible for determining which transactions are eligible for point earnings, and our determination is final. Points you earn during the billing cycle will be added to your rewards point balance within 7 days after the end of the billing cycle.

#### Introductory Rewards Bonus

You will earn a **50,000 introductory reward points bonus** if you use the Cards to make \$5,000 in Purchases within 3 months of account opening (starting with the first month for the first Card issued to you). These points will post to your rewards point balance within 8 weeks after the close of the third billing cycle for the first Card issued to you. You are limited to one introductory reward points bonus per master card account.

#### Business Expense Points

You will earn **5 points** (also referred to in marketing materials as "5X points") (consisting of 1 base point and 4 bonus points) **for each \$1 spent** for the first \$25,000 of Purchases made with the Cards during each year (based on your account opening date) for Business Expense. A "Business Expense" purchase is from a merchant with the merchant category code (MCC) for "Telecommunication Services" (MCC 4814), "Cable, Satellite, and Other Pay Television and Radio Services" (MCC 4899), "Utilities – Electric, Gas, Water, Sanitary" (MCC 4900), "Computer Maintenance & Repair" (MCC 7379), "Advertising Services" (MCC 7311) or "Stationery, Office Supplies & Printing" (MCC 5111). After you (or persons authorized by you) make \$25,000 in Purchases for Business Expense purchases with the Cards in a year, you will earn 1 point for each \$1.00 spent on Purchases that you (or persons authorized by you) make in Business Expense purchases for the remainder of the year.

For avoidance of doubt, if you have been issued more than one Card, then the limits on bonus points described in the preceding paragraphs apply on an aggregate basis to all Cards issued to you. Thus, for example, if you make \$25,000 in Purchases at Restaurants and Gas Stations with one Card and also make \$25,000 in Purchases at Restaurants and Gas Stations with another Card, you will be entitled only to 25,000 bonus points (plus 50,000 base points).

#### Restaurant & Gas Station Points

You will earn **2 points** (also referred to in marketing materials as "2X points") (consisting of 1 base point and 1 bonus point) **for each \$1 spent** for the first \$25,000 of Purchases made with the Cards during each year (based on your account opening date) at Restaurants and Gas Stations. A "Restaurant" is a merchant with the merchant category code (MCC) for "Caterers" (MCC 5811), "Eating Places and Restaurants" (MCC 5812), "Drinking Places (Alcoholic Beverages), Bars, Taverns, Cocktail Lounges, Nightclubs and Discotheques" (MCC 5813) or "Fast Food Restaurants" (MCC 5814). A "Gas Station" is a merchant with the merchant category code (MCC) for "Service Stations" (MCC 5541) or "Automated Fuel Dispenser" (MCC 5542). After you (or persons authorized by you) make \$25,000 in Purchases at Restaurants and Gas Stations with the Cards in a year, you will earn 1 point for each \$1.00 spent on Purchases that you (or persons authorized by you) make at Restaurants or Gas Stations for the remainder of the year. Please note that the MCCs for superstores, discount stores and warehouse clubs are not eligible for bonus points, so Purchases made at these merchants will only earn 1 point for each \$1 spent on Purchases.

#### All Other Purchases

You will earn **1 point** (also referred to in marketing materials as "1X points") **for each \$1 spent** on all new eligible Purchases made with the Card each billing cycle that are not a Business Expense purchase or from merchants that are not Restaurants or Gas Stations.

#### Merchant Category Codes & Purchases

Merchants are assigned a merchant category code by payment card processors based upon the merchant's primary line of business. We do not determine the MCC for a merchant. Whether a transaction is eligible for bonus points depends on the MCC actually assigned to a merchant. Purchases processed through merchants that do not process transactions under the eligible MCC and Purchases processed through third-party payment accounts (e.g., PayPal™) will not qualify to receive bonus points.

## REWARD POINT REDEMPTION

You may redeem points for the following:

- Merchandise, gift cards/certificates, travel (airline, hotel and car rental), and additional redemption options based on the point redemption value associated with the Reward, which may vary depending on the Reward;
- A statement credit to your card account at a rate of 1 cent per point.

When you redeem points for a statement credit to your card account, the statement credit is treated as an additional payment on your account. **You are still required to make your regular monthly account payments as indicated on your monthly statements.** Statement credits will post to your card account within 5 business days. It may not appear on your monthly statement for 1 to 2 billing cycles.

We may also provide additional redemption options from time to time. Redemption options are offered solely in our discretion, are not guaranteed, and are subject to any limits that we may impose. Redemption options may be withdrawn at any time without notice.

The amount of points redeemed for a Reward will be subtracted from your point balance. We may, in our discretion, set a minimum or a maximum number of points that you may redeem in a single transaction. We may adjust this amount from time to time. We also may require that redemptions occur in round increments that we will set in our discretion from time to time. All Rewards are subject to availability. We may withdraw, change or replace any Reward item. We may also change the number of points required to redeem a Reward, at any time and without prior notice to you. All redemption transactions are final. There are no refunds, exchanges, replacements or conversions for currency, credits, points, or Rewards. Point redemptions for Rewards may be subject to shipping, handling or other fees, and shipping restrictions may apply.

The merchants participating in the Program are not affiliated with us nor are these merchants considered sponsors or co-sponsors of the Program. All trademarks are the property of their respective owners. The merchants' terms and conditions apply to their respective gift cards/certificates, merchandise and/or services. Upon receiving your Rewards, see each merchant's specific terms and conditions for complete details, which are subject to change by the merchants at their sole discretion from time to time, subject to applicable law.

## REWARD POINT EXPIRATION

Points are redeemed on a first-in, first-out basis. Points will expire on or after the third anniversary of the date earned.

## PROGRAM CHANGES

We reserve the right to change these Program terms and conditions with or without prior notice (except where required by law). Point redemption amounts may change at anytime.

## DISQUALIFICATION/TERMINATION

If the account does not remain in good standing, you will not earn future points, cannot redeem points, and you will forfeit any accumulated points previously awarded. An account is in good standing when no event has occurred that allows us to require immediate payment of your entire balance under the Agreement, including, without limitation, failing to make the minimum payment when due, having a payment to us denied, providing us false or misleading information, or other reasons described in the Rewards Program Terms and Conditions.

We reserve the right to disqualify or remove any person or account from participation in the Program, refuse to award or redeem points, or close your account at any time, for any reason including, but not limited to, your account being inactive (as such term is defined by us from time to time). If such a disqualification occurs, it may result in the forfeiture of any accumulated points. Closing your account (by you or by us) will result in the termination of your enrollment in the Program, and any accumulated points will be forfeited.

Cards are issued and serviced by Union Bank Card Services, a division of MUFG Union Bank, N.A.

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Union Bank Business Preferred Rewards Visa Card (BRC/BRB521GK-LTO) – Web 07/22