

EFFECTIVE SEPTEMBER 1, 2017

Cash Reserve
Account
Agreement
and Disclosure



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KEY DISCLOSURES ABOUT YOUR CASH RESERVE ACCOUNT

INTEREST RATES AND INTEREST CHARGES

Annual Percentage Rate (APR) for advances	18.00%
Paying Interest	Interest charges accrue on all advances to your Cash Reserve Account from the date posted to your Account until paid in full. There is no "grace" period.

FEES

Annual Fee	\$12 Assessed every June 1st
Transaction Fee • Cash Reserve Advance Fee (California & Oregon only)	\$10 each day an advance of \$10 or more occurs from the Cash Reserve Account

How We Will Calculate Your Balance: We use a method called "Daily Balance." See section 3a of the following CASH RESERVE ACCOUNT AGREEMENT AND DISCLOSURE for details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided at the end of the following CASH RESERVE ACCOUNT AGREEMENT AND DISCLOSURE.

The following terms and conditions apply to your Cash Reserve Account with MUFG Union Bank, N.A. ("Union Bank" or "Bank"). "You" and "your" refer to each Owner and any authorized signers on the Checking Account held by the Bank to which overdraft protection pursuant to the terms of this Cash Reserve Account Agreement and Disclosure ("Agreement") applies and are defined as follows:

"Owner" refers to the person or persons who hold an ownership interest in the Cash Reserve Account. An Owner may be an individual or a joint tenant, or may be an individual acting only in a fiduciary capacity, such as a trustee. An Owner acts on behalf of all Owners when taking any actions with respect to the Cash Reserve Account.

By signing the Cash Reserve Account Application and/or credit documents with the Bank in connection with your Cash Reserve Account, or by using your Cash Reserve Account, you agree to the terms and conditions of this Agreement.

IF THERE IS A DISPUTE BETWEEN YOU AND THE BANK, IT WILL BE RESOLVED THROUGH ARBITRATION. Refer to Paragraph 13 below for additional information.

- 1. CHECKING ACCOUNT.** You must maintain a checking account ("Checking Account") at the Bank.

2. USING YOUR CASH RESERVE ACCOUNT.

- a. **Cash Reserve Automatic Advance.** Your Cash Reserve Account will cover your linked Checking Account when there is an insufficient available balance in the linked Checking Account to pay debits presented for payment. Examples of debits that may be presented against your linked Checking Account include, but are not limited to, (i) writing a check for more than the available balance in your Checking Account; (ii) a pre-authorized Bank automatic transfer service (Automatic Transfer Service) which causes a debit to your Checking Account for more than the available balance in your Checking Account; (iii) using a Bank Automated Teller Machine ('ATM'), other network ATM cash withdrawals, kiosk withdrawals or transfers or other features which causes a debit to your Checking Account for more than the available balance in your Checking Account; (iv) obtaining cash for a non-Bank check if that check is later returned to the Bank without payment for any reason and your Checking Account available balance is insufficient to cover the amount; (v) Bank Checking Account charges or fees charged which exceed the available balance in your Checking Account; or (vi) authorizing a debit to your Checking Account for more than the available balance in your Checking Account. In any of these cases, the Bank will advance funds from your Cash Reserve Account to your linked Checking Account to cover the insufficient funds in increments of \$1, rounding up to the nearest dollar, up to your available credit limit.
- b. **Accounts which have a Cash Reserve Account and enrolled in Deposit Overdraft Protection covering the same checking account.** In the event your Checking Account is enrolled in both Deposit Overdraft Protection and Cash Reserve Account and you do not have a sufficient Available Balance in Deposit Overdraft Protection to cover an entire Debit, the Available Balance from the Deposit Overdraft Protection Account will be used first, and then the remaining amount needed to cover the Debit will be advanced from your Cash Reserve Account. In these instances, a Deposit Overdraft Protection Transfer Fee will be charged to your Checking Account and a Cash Reserve Advance Fee will be charged to your Cash Reserve Account.
- c. **Cash Reserve (Direct) Advance.** You can request an advance from your Cash Reserve Account by filling out an advance form at any Bank branch, or by Online Banking transfer to your linked Checking Account, in the exact amount you want, up to your available credit limit. Disbursement of the advance can be made by cash, cashier's check or credit to another Union Bank account.

3. INTEREST CHARGES AND FEES IMPOSED AS A PART OF YOUR CASH RESERVE ACCOUNT.

- a. **Interest Charge & Balance Subject to Interest Rate.** We figure the interest charge on your Cash Reserve Account by applying the periodic rate to the "daily balance" of your Cash Reserve Account for each day in the billing cycle. The daily periodic rate is calculated by dividing your Annual Percentage Rate ("APR") by 365. The APR is the annual interest rate on your Cash Reserve Account. Your

daily periodic rate is .00049 (corresponding to an APR of 18%). To get the "daily balance" we take the beginning balance of your Cash Reserve Account each day, add any new purchases and advances, and subtract any unpaid interest and fees and any payments or credits. This gives us the daily balance. The total of each day's interest charge for the billing cycle will be shown on your periodic statement as the "Interest Charge," and the total of each day's positive ending daily balance, divided by the number of days in the billing cycle, will be shown on your periodic statement as the "Balance Subject to Interest Rate."

- b. **Cash Reserve Advance Fee.** Each day an advance occurs from your Cash Reserve Account the Bank will charge a \$10 Cash Reserve Advance Fee ("Advance Fee") to your Cash Reserve Account. The Advance Fee does not apply to advances of less than \$10 or to Cash Reserve Accounts originated in the state of Washington.
- c. **Cash Reserve Annual Fee.** Your Cash Reserve Account is subject to a non-refundable, non-proratable annual fee of \$12 ("Annual Fee"). The Annual Fee is assessed every June 1st.
- d. **Grace Period.** There is no grace period for advances made from your Cash Reserve Account. Interest charges accrue on advances from the date advances are posted to your Cash Reserve Account until the advances are paid in full.

4. **PROMISE TO PAY.** When you use your Cash Reserve Account or permit someone else to use it, you promise to pay the total amount of the Cash Reserve Automatic Advance or Cash Reserve (Direct) Advance. You also promise to pay any interest charges and fees that may become due. If there is more than one Owner, each of you is bound, jointly and severally, and each is liable for all advances and charges to the Cash Reserve Account.

5. **PAYMENTS.** You will receive a monthly periodic statement with your linked Checking Account statement showing advances, transfers, payments, interest charges, fees, and the outstanding new balance on your Cash Reserve Account. You agree to pay the Bank at least the Minimum Monthly Payment due. The Minimum Monthly Payment is the greater of \$25 or 3% of the then current balance of principal plus interest charges, fees, plus any delinquent amounts owed. If the Cash Reserve Account balance is less than \$25, you agree to pay the Cash Reserve Account balance in full. You may not make any payment to your Cash Reserve Account, directly or indirectly, by making an advance on your Cash Reserve Account. If an advance occurs to cover payments that are owed on another Bank credit product, you will begin to accrue interest (at the interest rate on your Cash Reserve Account) for the entire amount of that advance, which may include principal and accrued interest and any applicable fees.

- a. **Automatic Payments.** By using your Cash Reserve Account, you authorize the Bank to automatically deduct each month from your Checking Account, the Minimum Monthly Payment amount on the 23rd day after your statement date (the "payment due date"). If there are insufficient funds in the Checking Account to pay the Minimum Monthly Payment, you agree to pay the Minimum Monthly Payment due by direct payments as indicated below.

- b. **Direct Payments.** You can make a direct payment to reduce or pay in total your Cash Reserve Account. A direct payment must be accompanied by your Checking Account number and by instructions to apply the payment toward your Cash Reserve Account. Direct payments can also be made through Online Banking and Bank ATMs.
 - c. **No Automatic Payment When the Direct Payment Exceeds the Minimum Monthly Payment.** In any month when you make one or more direct payments after the statement date, and prior to the payment due date which, in the aggregate, equal or exceed the Minimum Monthly Payment, the Minimum Monthly Payment for that month will be deemed paid and no automatic payment will be deducted from your Checking Account by the Bank that month. Direct payments made in one statement period will not be applied against any Minimum Monthly Payment which may become due in any subsequent statements.
 - d. **Delinquent Amount.** When used in this Agreement, the term "delinquent amount" means any payment that was not made when due as provided herein.
 - e. **Payment Application.** Payments will be applied in the following order: (1) billed Interest Charge, (2) billed Annual Fee, (3) billed Advance Fees, and (4) principal.
6. **DELINQUENT ACCOUNT.** The term delinquent, when used in this Agreement, means that your Checking Account balance was insufficient to cover the automatic payment of the Minimum Monthly Payment and you did not make any direct payments that were equal to or exceeded the Minimum Monthly Payment due by the payment due date. If your Cash Reserve Account is delinquent more than 10 days after the payment due date, you cannot obtain a Cash Reserve Automatic Advance, or Cash Reserve (Direct) Advance until the delinquent amount and any then current Minimum Monthly Payments have been paid.
7. **CREDIT LIMIT.** You are advised of your credit limit on your monthly periodic statements. You promise not to borrow more than that limit. If you exceed your credit limit, you remain liable for all amounts due including advances, interest charges, and fees. Increases to your credit limit require the submission of an application and approval of such application. Conversely, you may request a decrease in your credit limit at any time.
8. **COPIES OF DOCUMENTS.** If you ask for a copy of any document, the Bank will charge you applicable photocopy service fees based on our current applicable *Personal Accounts Fee Schedule*.
9. **NO SECURITY INTEREST.** Regardless of any other agreement between the Bank and you or any third party, your Cash Reserve Account balance is not secured by any contractual lien on any of your property. However, the Bank has a general lien arising by operation of law upon all goods, instruments, documents, and chattel paper belonging to you while such is in the possession of the Bank.
10. **CANCELLATION OF YOUR ACCOUNT.**
- a. **Cancellation by You.** Subject to paragraph (c) below, you may cancel your Cash Reserve Account at any time by writing to the Bank at the address shown on the top

of the first page of your monthly periodic statement. If more than one person is liable under this Agreement, any person so liable may cancel your Cash Reserve Account as provided above without the consent of any other person. If you cancel your Cash Reserve Account, at the Bank's option, the entire Cash Reserve Account balance, and all transaction amounts not yet billed, are immediately due and payable upon the Bank's demand.

- b. Cancellation by Us.** The Bank may cancel your Cash Reserve Account, with or without cause, at any time by notifying you in writing at the address shown for you on the Bank's Checking Account records.
- c. Continue to Be Liable.** If your Cash Reserve Account is canceled by you or the Bank, all persons liable under this Agreement shall remain liable for all sums owed on your Cash Reserve Account in full, notwithstanding the cancellation.
- d. Default and Acceleration of Amounts Owning.** Subject to applicable law, in addition to the Bank's right to cancel your Cash Reserve Account as described above, the happening of any of the following constitutes an event of default under the Cash Reserve Account: (i) using your Cash Reserve Account in any manner or amount or by any means not authorized by the Bank; (ii) your failure to pay or to comply with the terms of this Agreement, including allowing your Cash Reserve Account to become delinquent; (iii) your misrepresentation to the Bank; (iv) any adverse change in the financial condition of anyone liable on the Cash Reserve Account; (v) any change in ownership of the Checking Account; (vi) the closing for any reason of the Checking Account; (vii) anyone liable on the Cash Reserve Account does not provide the Bank with updated financial information upon request, or provides the Bank with financial information that leads us to conclude that any of you is no longer creditworthy; (viii) anyone liable on the Cash Reserve Account is in default on any other account with the Bank; (ix) the Bank has evidence or a reasonable belief that anyone on the Cash Reserve Account is unable or unwilling to repay obligations incurred under this Agreement; or (x) anyone liable on the Cash Reserve Account dies, becomes insolvent, or files for relief under the U.S. Bankruptcy Code or any similar state or federal law. Upon the occurrence of any one or more of the above events of default, at the Bank's option, the unpaid balance of your Cash Reserve Account shall be immediately due and payable, and the Bank's obligation to make any further advances hereunder shall terminate, even if the payments on your Cash Reserve Account are then current.

- 11. CREDIT INFORMATION.** You authorize the Bank to release information concerning your credit and Cash Reserve Account experience with the Bank to guarantors, other creditors, consumer reporting agencies, and others who may properly receive such information. You understand that information you have provided to the Bank, your Cash Reserve Account files and history, as well as information concerning your creditworthiness, may be updated and shared with others within the Bank from time to time for consideration of other products or services. You authorize

the Bank to obtain such information as it may require to verify any information you have provided, including making credit and employment inquiries. Upon the Bank's request, you agree to furnish such information as the Bank may request on your financial condition. You authorize the Bank to obtain your name and address information from time to time from the appropriate State agency, notwithstanding any right you may have to keep such information confidential. You acknowledge your responsibility to inform the Bank in writing of any change in your name(s), address, or employment within a reasonable time. The Bank will retain information in connection with your Cash Reserve Account as long as the Bank deems necessary to do so.

12. AMENDMENT. The Bank may amend the terms and conditions of this Agreement from time to time upon at least 45 days prior notice, as required by law, sent by mail to your address as shown on the Bank's Checking Account records. The outstanding balance of your Cash Reserve Account and any subsequent advances will be subject to the amended terms. Amended terms supersede all previous conflicting terms to the extent of the conflict. Unless otherwise stated in the amendment, all other terms of the Agreement in effect at the time of the amendment shall remain in full force and effect.

13. RESOLUTION OF CLAIMS BY ARBITRATION.

PLEASE READ THIS PROVISION CAREFULLY. UNDER THIS PROVISION, YOU WAIVE YOUR RIGHTS TO TRY ANY CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION.

The following provision applies to any claim, cause of action, proceeding, or other dispute between us concerning this Agreement (each, a "Claim"), including all questions of law or fact relating thereto:

Option to Arbitrate

Either you or the Bank may elect in writing, without the consent of the other, to arbitrate all Claims covered by this provision. This provision will be broadly interpreted in accordance with the following paragraphs.

Claims Covered

Claims subject to arbitration hereunder shall include all of the following:

- Claims arising out of or related to this Agreement, or any prior or later versions of this Agreement
- Claims that relate to the construction, scope, applicability, or enforceability of this provision
- Claims that arose before we entered into this Agreement or any other agreement or relationship between us that is governed by this Agreement (including, without limitation, Claims relating to advertising)
- Claims that may arise after the termination of this Agreement or any other agreement or relationship between us that are governed by this Agreement
- Claims asserted by or against your or our respective subsidiaries, affiliates, agents, employees, predecessors-in-interest, personal representatives, heirs, and/or successors and assigns

Claims Not Covered

Claims subject to arbitration hereunder shall not include the following:

- Any Claim made in any proceeding that you commence in small claims court, so long as it remains in that court
- Any Claim set forth in any complaint or other communication that you may file with or send to a federal, state, or local administrative agency, such as the Office of the Comptroller of the Currency or the Consumer Financial Protection Bureau, unless such agency asserts jurisdiction over the claim, and independently determines the rights of the parties
- Any Claim arising out of the exercise by either of us of any self-help remedy, including any offset, account hold or freeze, or repossession
- Any Claim arising out of or related to an obligation secured by an interest in real property

Arbitration Procedure

You and we agree to the following procedures in arbitrating any covered Claim:

- The party initiating arbitration may choose between arbitration administered by one of the following:
 - (i) The American Arbitration Administration (“AAA”) under the AAA’s Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes, except as modified by this Agreement. AAA’s rules may be obtained from www.adr.org or 1-800-778-7879 (toll free).
 - (ii) JAMS/Endispute (“JAMS”) under JAMS’ Comprehensive Arbitration Rules & Procedures or Streamlined Arbitration Rules & Procedures, including JAMS’ Consumer Minimum Standards, except as modified by this Agreement. JAMS’ Class Action Procedures shall not apply. JAMS’ rules may be obtained from www.jamsadr.com or 1-800-352-5267 (toll free).
- Except in the case of a new arbitration by a 3-arbitrator panel, as provided for below, the arbitration shall be decided by a single neutral arbitrator selected in accordance with AAA’s or JAMS’ rules, as applicable.
- The arbitrator will take reasonable steps to protect your account information and other confidential information.
- The arbitrator will decide the dispute in accordance with the terms of our agreements and applicable substantive law, including statutes of limitation and evidentiary privileges. The arbitrator may award damages or other relief (including injunctive relief) available under applicable law.
- If the arbitrator’s award for a claimant is \$0 or against the non-claimant is greater than \$100,000 or includes an award of injunctive relief against either party, then that party may request a new arbitration by a 3-arbitrator panel in accordance with AAA’s or JAMS’ rules, in which case each reference in this provision to the arbitrator shall mean such 3-arbitrator panel.
- Arbitration shall be commenced in the state in which your account is located. Any arbitration hearing shall be

conducted in the county in which your account is located, unless you and we agree to another location.

- If all Claims are for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing in accordance with AAA's or JAMS' rules.
- YOU AND WE AGREE THAT ANY CLAIM MAY BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR OTHER REPRESENTATIVE ACTION. The arbitrator may not consolidate more than 1 person's Claims, and may not otherwise preside over any form of a class or other representative action. If this specific paragraph is determined by the arbitrator to be unenforceable, then this entire provision shall be null and void, and all Claims shall be determined in accordance with the provision of this Agreement entitled *Resolution of Non-Arbitrable Claims*.
- At your or our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.
- The arbitrator's award shall be final and binding, subject to judicial review only to the extent allowed under the Federal Arbitration Act. You or we may seek to have the award vacated or confirmed and entered as a judgment in any court having jurisdiction.

Arbitration Costs

Unless the applicable arbitration rules are more favorable to you, we will advance (i) all arbitration costs in an arbitration that we commence, and (ii) the first \$2,500 in arbitration filing, administration, and arbitrator's fees in an arbitration that you commence. To the extent allowed by applicable law and our agreements, the arbitrator may award arbitration costs and attorneys' fees to the prevailing party.

Applicable Law; Severance

This Agreement evidences transactions in interstate commerce. The Federal Arbitration Act governs the interpretation and enforcement of this provision. Except as this provision otherwise provides, if any part of this provision is deemed to be invalid or unenforceable, that part will be severed from the remainder of this provision and the remainder of this provision will be enforced.

Resolution of Non-Arbitrable Claims –

If your Checking Account is at a branch in California or was opened online, the following applies: All Claims that are not arbitrable under this Agreement, including all questions of law or fact relating thereto, shall at the written request of any party, be determined by judicial reference pursuant to the California Code of Civil Procedure. You and the Bank acknowledge that in such event, a jury will not decide such Claims.

If your Checking Account is at a branch in a state other than California, the following applies: To the maximum extent permitted by law, you and the Bank intentionally and deliberately waive the right to a trial by jury to resolve all Claims that are not arbitrable under this Agreement, including all questions of law or fact relating thereto.

If the waiver of jury trial set forth above is not enforceable for any reason: Then you and the Bank hereto agree that all Claims that are not arbitrable under this Agreement, including all questions of law or fact relating thereto, shall, at the written request of any party, be determined by judicial reference pursuant to the applicable state statutes. You and the Bank acknowledge that in such event, a jury will not decide such Claims. The parties shall select a single neutral referee, who shall be a retired state or federal judge (the "Referee"). In the event that the parties cannot agree upon a Referee, the court shall appoint the Referee. The Referee shall report a statement of decision to the court. Nothing in this provision shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The parties shall bear the fees and expenses of the Referee equally, unless the Referee orders otherwise. The Referee shall also determine all issues relating to the applicability, interpretation, and enforceability of this provision.

14. MISCELLANEOUS TERMS AND CONDITIONS. In the event any provision of this Agreement is found to be illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect. Your Cash Reserve Account will be governed by the law of the state in which your Cash Reserve Account is located and by applicable federal law. The Bank's failure to exercise any right under this Agreement shall not be construed as a waiver of that or any other right. This Agreement represents the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, written or oral agreements, or courses of dealing between the parties.

15. ACTIVE DUTY SERVICEMEMBERS. If you are an active duty servicemember, you and your dependents may be entitled to rights under:

- a. **Servicemembers Civil Relief Act (SCRA).** Please contact your local branch for more information.
- b. **Military Lending Act (MLA)** 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 account 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.

YOUR BILLING RIGHTS — KEEP THIS NOTICE FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Federal Fair Credit Billing Act.

WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us at the Bank at the address on the front of your statement. In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER

When we receive your letter we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We

must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.



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