



# Cardmember Agreement, Disclosure Statement and Security Agreement

This booklet describes important terms and conditions that apply to your credit card account. We want to be clear in how we share this information with you, to help you stay in control and make well-informed decisions about your account.

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### **1. Defining some common terms used in this document**

*This section explains what this document means when it uses common terms like “us,” “you” or “agreement.” These detailed definitions help us avoid repeating long terms over and over again—which helps make the document easier to read.*

This Cardmember Agreement, Disclosure Statement and Security Agreement together with the accompanying Summary of Credit Terms govern your account with MUFG Union Bank, N.A., and are collectively referred to below as the “Agreement”. The Summary of Credit Terms provides important information about annual percentage rates, specific types and amounts of finance charges and fees that may be charged to your account under certain circumstances and other important information about your account. **Please read this Cardmember Agreement, Disclosure Statement and Security Agreement, along with the Summary of Credit Terms, carefully and retain both for future reference.**

As used in this Agreement, the words “you” and “your” mean each person named on the application for the account and anyone else who uses the account in any way. The terms “we”, “us”, “our” and “MUFG Union Bank” mean MUFG Union Bank, N.A. Using or allowing someone else to use your account means you accept the terms of the Agreement. This Agreement contains our most current terms and supersedes earlier materials you may have received. (Please note: although your account will generally have monthly billing cycles, your first billing cycle may

be more or less than one month. Except where your account offers introductory rates or fees as indicated on the Summary of Credit Terms, all credit terms, including minimum finance charges, will apply in each billing cycle including the first billing cycle. Introductory rates and fees will apply for the period stated on the Summary of Credit Terms, after which the regular rates and fees stated on the Summary of Credit Terms will apply.)

IF THERE IS A DISPUTE BETWEEN YOU AND MUFU UNION BANK IT WILL BE RESOLVED THROUGH ARBITRATION. Refer to Paragraph 14 below for additional information.

**BALANCE CATEGORIES:** We will keep track of the activity on your account in different "Balance Categories". Unless we tell you otherwise, these are the Balance Categories we will use:

"Purchases" which will result from use of your card or your account number to purchase goods and services;

"Cash Advances" which will result from cash advances you request, use of checks or similar instruments (including electronic form or otherwise) that we provide (unless we tell you they will be treated differently), and Cash Equivalent Transactions (as defined later in this Agreement);

"Overdraft Advances" which will result from an advance from your account to cover an item or items that have overdrawn your linked checking account;

"Balance Transfers" which will result from balance transfers that you request by any means, including balance transfer checks or similar instruments (including electronic form or otherwise); and

"Special Offers" which will result from use of your card or your account number to take advantage of special, introductory or promotional offers that we identify to you from time to time. Each Special Offer may be considered a separate Balance Category.

## **2. How you may use the account and security interest**

*This section explains a few basic rules about how you and others may use your account, your responsibility for the account, and how we may limit your use of the account. It also details the terms associated with the security interest and collateral.*

**ACCOUNT USE:** You may use your card, your account number or checks or similar instruments (including electronic form or otherwise) that we send to you to make purchases and balance transfers and to obtain cash advances. Each time you use your account, you are representing that you intend, and have the ability, to repay all amounts due on your account. You are responsible for all charges made by anyone you allow to use your account, even if they charge more than you intended. If you ask us to issue a card to someone, you are responsible for their charges until you return their card to us or until you notify us that use of their card is no longer authorized, whichever occurs first. We may consider charges made by your immediate family as authorized by you and your responsibility. If unauthorized use of your account occurs, you agree to cooperate with us

and law enforcement authorities in identifying the unauthorized user. You are each jointly and severally liable for all amounts due on this account regardless of which of you uses it or benefits from that use.

**OUR SECURITY INTEREST:** Whether we have acquired or will acquire a security interest in any funds, goods, or other collateral in connection with your account is stated on the Summary of Credit Terms. If your account is secured, you have provided us with funds that will serve as collateral for your credit card obligations to us. You have: (i) relinquished all possession and control over the funds you have provided; and (ii) pledged, assigned and granted to us a security interest in those funds, the corresponding deposit, including subsequent add-on deposits, if any, and any instrument that we may issue evidencing that deposit (collectively, the "Collateral"). If you fail to pay or otherwise default on your credit card obligations to us, we may: (1) without advance notice, take any or all of that Collateral and apply as payment towards your credit card obligations; and (2) pursue other legal remedies. We may, at our discretion and subject to credit approval, unsecure your account by returning the Collateral to you. If we unsecure your account by returning the Collateral to you, this section, and all other references to the Collateral and our Security Interest in the Collateral in this Agreement, will no longer be applicable to your Account.

**CREDIT LIMIT/AUTHORIZATIONS:** You agree (1) not to exceed the credit limit we establish for you and (2) to immediately pay any amount in excess of your credit limit. If your account is a joint account, each of you may request credit limit increases (unless you are less than twenty-one years of age and were required by law to have a joint account, in which case, all joint account owners must approve and assume joint liability for any request for increase). We may raise or lower your credit limit at our discretion and may restrict the amount of the credit limit available for cash advances and balance transfers. We will consider additional deposits to your Deposit Account to be requests to increase your credit limit by the amount of the deposit, rounded down to the nearest \$50. We are not, however, obligated to honor such requests. You may not use your account for (and we may decline authorization for) any illegal transaction. We may decline authorization for any Internet gambling transaction. We may, in our discretion and to the extent permitted by law, restrict or delay the availability of credit to you for our risk management purposes and to protect you and us against actual or potential fraud, unauthorized transactions, or claims. We are not liable for declining authorization for any particular transaction, regardless of our reason.

## **3. How we determine and apply account payments**

*This section explains your responsibility for making account payments, how we determine the amounts you must pay and how we apply payments to your account.*

## **PAYMENTS:**

- (A) **Promise to Pay:** You promise to pay all amounts due on your account. You agree to review your billing statements and to notify us promptly of any errors (see “Your Billing Rights” below). If you do not promptly notify us of a billing error, you agree that your billing statement will be considered proof of the amount you are obligated to pay. You may pay all or a part of the balance on your account at any time. However, you must pay at least the minimum payment shown on your billing statement by the due date. You agree to follow the requirements for payments that we set forth on your billing statement from time to time, including requirements that payments are made in United States Dollars and that checks are drawn on a United States bank. If we choose to accept a payment that is not in United States Dollars or not drawn on a United States bank, you agree to pay any collection or conversion fees assessed to us by third parties. We may accept payments which are marked “payment in full” or with similar markings without losing our right to receive payment in full. Partial payments offered in full satisfaction of a disputed amount must be sent to the address for notice of billing errors shown on your billing statement. We reserve our rights as to all such payments.
- (B) **Minimum Payment Calculation:** The amount of your minimum payment will be indicated on your billing statement and calculated as shown on the Summary of Credit Terms.
- (C) **Application of Payments:** We may apply your payments in the order we choose from time to time. We must, however, comply with applicable law governing application of your payments. Currently, this means that if you make a payment in excess of the required minimum payment, we must apply the excess amount first to your Balance Category with the highest Annual Percentage Rate. Any remaining portion of that excess amount must be applied to your other Balance Categories in descending order based on their applicable Annual Percentage Rates. Until we determine a payment is unlikely to be returned for insufficient funds or for some other reason, your available credit may not reflect the payment.
- (D) **Application of Credits:** We will apply credits to your account as promptly as required by law. Credits may be applied to the Balance Categories that we choose, even if those Balance Categories are different than the Balance Categories of the transactions giving rise to the credits. A credit may be applied on the date of the credit transaction. In some cases, however, credits may not be posted to your account until a billing cycle occurring after the date of the credit transaction.

### **4. How certain rates are calculated and may change**

*This section provides basic information about how we calculate certain interest rates that may apply to your account and the circumstances that can trigger increases in APRs.*

**VARIABLE RATE INFORMATION:** If any Annual Percentage Rate is variable, information regarding the variable rate is provided on the Summary of Credit Terms. The information includes: (i) the fact that the rate may increase; (ii) how the rate is determined, including the margin and index; (iii) the circumstances under which the rate may increase; (iv) the frequency with which the rate may increase; (v) any limitation on the amount the rate may change; and (vi) the effect(s) of an increase. Please consult the Summary of Credit Terms, in conjunction with this agreement, for important information about the rates applicable to your account.

**RATE INCREASES DUE TO TRIGGERING EVENTS:** We may increase any or all of your Introductory or Special Offer Annual Percentage Rates, as permitted by law, if one of these “Triggering Events” occurs: (1) you fail to make a minimum payment to us when due; (2) you make a transaction which causes your balance to exceed your credit limit with us; or (3) you make a payment to us that is dishonored, returned unpaid, or reversed by the paying institution for any reason. If we increase your rates due to a Triggering Event, we may determine the amount of the increase based on how you have handled your account with us and current and historical information regarding your credit in general. We will give you a notice of the increase. The highest rate that may apply because of a Triggering Event will be the Penalty Rate(s) shown on the Summary of Credit Terms. Increased rates will not apply to balances that you incur prior to or within 14 days after we provide the notice of increase. Increased rates due to Triggering Events may not occur prior to the first anniversary of opening your account. Rate increases may remain in effect indefinitely.

**RATE INCREASES IF YOU ARE 60 DAYS LATE:** If we do not receive your required minimum payment within 60 days after its due date and you have missed two consecutive minimum payments, then this will be a Triggering Event and the rules in the preceding paragraph apply. However, they are modified as follows: (1) increased rates may apply to balances incurred prior to and after the notice of increase; (2) increased rates may apply before the first anniversary of opening your account; and (3) increased rates will cease to apply if we receive six consecutive monthly minimum payments on or before their payment due dates, beginning with the first payment due date following the effective date of the increase. When an increased rate ceases to apply pursuant to the preceding sentence, the rate in effect before the increase will again apply.

### **5. How we calculate interest charges and the balances subject to interest**

*This section helps explain how we determine the amount of your interest charges (i.e., periodic rate finance charges) for different account transactions. It also explains how you can avoid or reduce these interest charges. This section also explains how we determine the balances of your account that will be subject to interest charges at the end of each billing cycle.*

**ACCRUAL OF INTEREST:** Except as provided in “Grace Period” below, we will charge you interest on each of the Balance Categories from the date of each transaction or the first day of the billing cycle in which the transaction is added to your account, whichever is later.

**GRACE PERIOD:** If (1) you pay your New Balance in full, as shown on your current billing statement, on or before the due date (which will be at least twenty-one (21) days from the closing date of the billing cycle) and (2) we received payment in full of your New Balance indicated on your previous billing statement by its due date or that New Balance was zero or a credit, interest charges will not be assessed on Purchases shown on your next billing statement. Payment in full is generally required to obtain the benefit of the grace period. We will, however, give you the benefit of the grace period for partial payments to the extent required by law (please be aware, however, that this requirement only exists in limited circumstances). The grace period applies only to Purchases and if notified, Special Offers. It does not apply to Balance Transfers or Cash Advances or Overdraft Advances. If you choose to transfer an existing balance from another credit card, the grace period on new purchases is unavailable until the balance transfer is paid in full.

**INTEREST CHARGES:** Interest charges will be calculated using daily periodic rates which correspond to certain **Annual Percentage Rates**. These rates may be different for Purchases, Balance Transfers, Cash Advances, Overdraft Advances, and Special Offers.

- (A) If your account was opened with an Introductory Rate(s), the rate(s) for your account will be at the Introductory Rate(s) shown on the Summary of Credit Terms. The Introductory Rate(s) will continue in effect as shown on the Summary of Credit Terms.
- (B) After the Introductory Rate(s) expire (or if your account does not have an Introductory Rate), the Preferred Rate(s) for your account will be the rate(s) shown on the Summary of Credit Terms. Those Preferred Rates may be variable.

**INTEREST CHARGES AND BALANCE CALCULATIONS:** We use the Average Daily Balance (including new purchases) method to compute a portion of the interest charges on your account. We calculate interest charges separately for each Balance Category.

**(A) To compute Billed Interest Charges:**

- (1) For each Balance Category, we multiply your Daily Balance (see below) by the applicable daily periodic rate (1/365th of the applicable APR) for each day of the billing cycle; then
- (2) We add together all of the products calculated in (1) above.

**(B) To compute the Daily Balance for each Balance Category:**

We figure the interest charge on your account by applying the periodic rate to the “average daily balance” of your account. To get the “average daily balance” we take the beginning balance of your account each day, add any new transactions, and subtract any payments or credits. This gives us the daily balance. Then, we add up all the

daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the “average daily balance.”

For purposes of these computations, we may delay adding some fees to your Daily Balance (for example, some fees may not be added to your Daily Balance until the billing cycle after they are imposed). We may also subtract some payments or portions of some payments from your Daily Balance earlier than when they were actually received (for example, for grace period purposes, portions of some payments received in one billing cycle may be considered applied to your Purchase Balance Category or Special Offer Balance Category, as applicable, at the end of the prior billing cycle).

We add the amount calculated in accordance with (A) (1) above to the Daily Balance and this amount becomes the Beginning Balance for the next day. On your billing statement, we will calculate an Average Daily Balance for each Balance Category by adding all your Daily Balances for that Balance Category and dividing that amount by the number of days in the billing cycle. If you multiply the Average Daily Balance for a Balance Category by its daily periodic rate and multiply the result by the number of days in the billing cycle, the total will equal the Billed Periodic Rate Finance Charges for that Balance Category, except for minor variations due to rounding.

Billed interest charges shall appear on your statement labeled as “Interest Charge” for each Balance Category. The Interest Charges for each Balance Category shall be totaled on your statement and listed as the “Total Interest”. Cash advance, balance transfer, and foreign transaction fees, if any, will be listed under the “Fees” heading on your billing statement and all fees will be totaled to determine “Total Fees”. This Agreement provides for daily compounding of finance charges and fees.

**MINIMUM INTEREST CHARGE:** If interest charges are billed in any billing cycle, the minimum billed interest charge will be as shown on the Summary of Credit Terms. We may allocate your minimum billed interest charge among your various Balance Categories in the manner that we select from time to time. The minimum billed interest charge will appear on your statement as the “Minimum Interest Charge” under the Fees heading.

**6. How we determine certain account fees and additional information on certain transactions**

*This section describes the account maintenance fees, transaction fees and other fees that may apply to your account as well as additional information on various types of transactions.*

**ANNUAL FEE:** If your account has an annual membership fee, it is shown on the accompanying Summary of Credit Terms and will be charged to your account as a Purchase. If no annual fee is shown, then your account has no annual fee.

**OTHER FEES** (such as late payment and service fees): We may charge additional fees as in effect from time to time as referenced below. The amount charged for these fees is shown in the Summary of Credit Terms unless otherwise indicated below.

**Late Fee.** For each minimum payment which is not received by the payment due date for any reason, we may charge you a late fee. A payment is considered not to have been received by the due date if a payment received before the due date is dishonored, returned unpaid, or reversed for any reason, and you do not subsequently make a good payment before the due date.

**Returned Payment Fee.** A returned payment fee may be assessed as indicated on the Summary of Credit Terms for: (i) any payment on your account which is dishonored or returned unpaid for any reason (including any payment returned because it is not signed, authorized or cannot be processed for any reason); or (ii) reversed by the paying financial institution for any reason; or (iii) any Balance Transfer, Cash Advance, Special Offer check or similar instrument (including electronic form or otherwise) that is dishonored by us for any reason or for which we refuse to pay.

**Stop Payment Fee.** A Stop Payment Fee may be assessed as indicated on the Summary of Credit Terms for any stop payment order you request us to make. Stop Payment Fees will be treated as purchases and added to your Purchases Balance.

**Copy Fees and Additional/Replacement Card Fees.** We may charge you a fee for (i) each sales draft copy you request (unless the request is related to an actual billing error); (ii) each additional or replacement card requested; and (iii) for each copy of a billing statement that you request. The amounts of these fees are set forth in the Summary of Credit Terms. Copy Fees and Additional/Replacement Card Fees will be treated as purchases and will be added to your Purchases Balance.

**Expedited Card Fees.** We may charge you a fee for an expedited delivery of additional or replacement cards, as specified in the Summary of Credit Terms. Expedited Card Fees will be treated as purchases and will be added to your Purchases Balance.

**Expedited Payment Fee.** Subject to applicable law, we may charge you a fee for making an expedited payment to us which requires assistance from one of our customer service representatives. The amount of this fee is set forth in the Summary of Credit Terms. Expedited Payment Fees will be treated as purchases and will be added to your Purchases Balance.

**ATM Surcharge.** For all ATM transactions, a surcharge may be imposed by the ATM operator. This surcharge is imposed by third parties and will be charged to your account. This fee is not listed on the Summary of Credit Terms but will be disclosed to you by the ATM operator when conducting the ATM transaction.

**BALANCE TRANSFERS:** We may permit you to transfer balances from credit card accounts or other types of accounts with other financial institutions to your account up to the amount of your credit limit we make available for balance transfers. If you request a balance transfer that exceeds the amount we make available for balance transfers, then we may

either process a transfer for less than you requested or we may decline the entire request. Requests to transfer any balance you owe from any other Union Bank account or any of your accounts with any of our related companies is subject to our approval. We will charge you a Balance Transfer Fee or any balance transfer as shown on the accompanying Summary of Credit Terms. No grace period will apply when calculating finance charges for a balance transfer. 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. 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. You should not transfer any amount that is in dispute in order to preserve your dispute rights. You should continue to monitor the other accounts that you request to transfer balances from 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.

**CASH ADVANCE FEE FINANCE CHARGES:** A Cash Advance Fee will be imposed on cash advance transactions as shown on the Summary of Credit Terms. Cash advance fee finance charges will be added to your Cash Advances Balance Category.

**CASH EQUIVALENT TRANSACTIONS:** Cash Equivalent Transactions will be treated as cash advances and a Cash Advance Fee (as indicated on the Summary of Credit Terms) will be assessed for each Cash Equivalent Transaction. Cash Equivalent Transactions are those transactions performed using a merchant or service provider that VISA® identifies as a seller of travelers checks, foreign currency, money orders, wire transfers, lottery tickets, funds used for wagers or gambling, or similar products or services. These transactions are also treated as cash advances for all other purposes on your account. Cash advance fee finance charges for Cash Equivalent Transactions will be added to your Cash Advances Balance Category.

**OVERDRAFT ADVANCE TRANSACTIONS AND OVERDRAFT ADVANCE FEE:** If you have enrolled in overdraft protection linked to your Union Bank credit card, you understand and agree that any day in which transactions are presented for payment against your linked Union Bank checking account when there are nonsufficient Available Funds to cover the transactions, MUFG Union Bank will attempt to advance funds from your linked Union Bank credit card. Each Business Day that MUFG Union Bank determines that your eligible Union Bank checking account is overdrawn by any amount, you authorize



us to make an overdraft advance equal to: (a) \$50.00; or (b) the next highest multiple of \$50.00 that will equal or exceed the Union Bank checking account overdraft, as determined by us. For example, if we determine that your Union Bank checking account is overdrawn by \$125.00, you understand and agree that we may automatically make an overdraft advance of \$150.00 from your Union Bank credit card for deposit to your Union Bank checking account. We will make transfers only once each Business Day.

We will not authorize transactions requiring real-time authorization (such as ATM withdrawals, ATM/Debit Card purchases and cash withdrawals in a MUFG Union Bank branch) using this service. If you attempt a transaction requiring real-time authorization and there are nonsufficient Available Funds in your checking account, the transaction will be declined.

Overdraft advances will only be processed if at least one Item can be covered by the advanced amount. Any negative balance from a previous Business Day will not trigger an advance unless another eligible Item is presented for payment, and there is a sufficient available balance on the credit card account to cover at least that additional Item. For order of processing checks and other Items, see our All About Personal Accounts and Service, Disclosure and Agreement. If you are enrolled in multiple overdraft protection services with MUFG Union Bank, MUFG Union Bank will try to cover the overdraft using your other overdraft protection services in the following order; Deposit Overdraft Protection, Cash Reserve and then the Union Bank Credit Card. When enrolling in overdraft protection linked to a credit card, you will not be covered by the Overdraft Coverage service, which means that if you do not have sufficient Available Funds in your linked credit card account to cover all nonsufficient Available Funds Items, your checking account will be subject to applicable overdraft or returned Item fees.

An Overdraft Advance Fee will be imposed on overdraft advance transactions as shown on the Summary of Credit Terms. Overdraft advances and Overdraft Advance Fees will be added to your Overdraft Advance Balance Category on your credit card monthly statement and be charged the Overdraft Advance Annual Percentage Rate. No grace period will apply when calculating finance charges for overdraft advances.

If your linked checking account is changed to a closed status for any reason, MUFG Union Bank may terminate the overdraft protection link to the credit card account without notice.

**FOREIGN TRANSACTION FEE FINANCE CHARGE:** A Foreign Transaction Fee may be assessed on all transactions made (i) in currencies other than United States Dollars; (ii) with a foreign merchant (whether in foreign currency or in United States Dollars); or (iii) outside the United States. The Foreign Transaction Fee will be equal to a certain percentage of the amount of each foreign transaction (after conversion to United States Dollars) as shown on the Summary of Credit Terms. These fees will be added to the Balance Category that we

select (for example, the Balance Category in which the foreign transaction is posted).

**TRANSACTIONS MADE IN FOREIGN CURRENCIES:**

Transactions made in currencies other than United States Dollars will be converted to United States Dollars under the then current regulations of VISA®, MasterCard® or the VISA®/PLUS® ATM Network, or other applicable network. Those regulations currently provide that the conversion rate may be either (1) a wholesale market rate or (2) a government-mandated rate. VISA® and MasterCard® currently use the rate in effect on the date they process your transaction. The currency conversion rate in effect on the date your transaction is processed may differ from the rate in effect on the transaction date or the posting date. The VISA®/PLUS® ATM Network currently uses the rate in effect on the transaction date.

**7. When we may close or require immediate payment of your account**

*This section describes what events can cause us to require immediate payment of your entire account balance and when we can terminate or suspend your ability to use the account.*

**REASONS FOR REQUIRING IMMEDIATE PAYMENT:** Subject to applicable law and any right to cure that you may have under that law, we may require immediate payment of your entire account balance if:

- (1) you do not make any minimum payment to us when due;
  - (2) you exceed your credit limit;
  - (3) you make a payment to us that is dishonored or returned unpaid, or reversed by the paying financial institution, for any reason;
  - (4) you die or become insolvent;
  - (5) you give us false or misleading information;
  - (6) a petition is filed by or against you in any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation proceeding;
  - (7) a receiver, liquidator or trustee is appointed for you or any of your property, or you make an assignment for the benefit of creditors;
  - (8) you are generally not paying or have announced that you will not pay your debts as they come due;
  - (9) a breach occurs under any note, loan agreement, or other obligation for borrowed money to which you are a party;
  - (10) a material adverse change occurs in your financial or other condition;
  - (11) you violate this Agreement or any other agreement you make with us; **OR**
  - (12) if we have reason to doubt your ability to repay us.
- Our acceptance of a payment after one or more of the preceding events does not waive our right to require immediate payment of your entire account balance.

**TERMINATION OR SUSPENSION OF CREDIT PRIVILEGES:**

We may at any time, with or without cause and without advance notice, terminate this Agreement and/or temporarily

or permanently suspend your credit privileges. This includes, but is not limited to, situations where you have violated this Agreement or where we have reason to doubt your creditworthiness (for example, if you pay us with insufficient funds checks on more than an occasional basis). Your obligations under this Agreement continue after your rights to obtain credit have been terminated or suspended.

### **8. How account terms may change and certain rights**

*This section explains how we may change the rates, fees and other terms of your account and this agreement at any time. We will give you notice of changes in terms as required by law. This section also identifies certain rights.*

#### **IMPORTANT NOTICE REGARDING CHANGES IN TERMS:**

Subject to applicable law, we may unilaterally change the Annual Percentage Rates, fees and other terms of this Agreement at any time, including after your account is closed (and regardless of the reason you or we closed the account). This includes modifications, deletions and the addition of new provisions, including non-financial provisions (for example, we may add provisions relating to our enforcement rights or the resolution of claims and disputes). If we make changes, we will send you all notices required by law. Unless we explain otherwise in a change in terms notice you receive, the following rules will apply: (1) changes will be automatically effective on the date we specify and without the necessity of any further assent on your part; and (2) use of your account is not necessary for a change in terms to be effective.

**OUR RIGHTS:** Our failure to exercise, or our delay in exercising, any of our rights under the Agreement for any reason will not mean we are unable to exercise those rights later. We may, from time to time on a consistent or inconsistent basis, take (or refrain from taking) certain actions that benefit you but that are not required by this Agreement or applicable law. Any such course of dealing or course of performance shall not be considered to add to our legal obligations to you under this Agreement. We may discontinue any such course of dealing or course of performance at any time without prior written notice.

### **9. How to use your account without using your credit card**

*Your account is more than the plastic card itself. There are other ways to access your credit line including by check or other credit access device. This section identifies how such checks and devices will be treated and different APRs that may apply other than your normal purchase rate.*

**CHECKS THAT ACCESS YOUR ACCOUNT:** Any checks or similar instruments (including electronic form or otherwise) that we provide to you or issue on your behalf will be treated as cash advance transactions, unless we indicate otherwise (for example, we may indicate that certain Special Offer checks used to make balance transfers will be treated as Purchases). To stop payment on a check or similar instrument (including electronic form or otherwise), you must notify us of the number and amount of the check or similar instrument

before we receive it (we need not stop payment on checks or similar instruments that we issue on your behalf). We may pay postdated checks or similar instruments (including electronic form or otherwise) unless you follow the procedure for stop payments. Checks or similar instruments (including electronic form or otherwise) that we provide to you may not be used to make payments on any account you have with us.

### **10. How cardmember benefits and reward programs work**

*This section describes some general terms & conditions relating to your card benefits and rewards program if enrolled. Please consult the full rewards program terms and conditions (available on our web site at [unionbank.com/rewardsdetails](http://unionbank.com/rewardsdetails) for more information).*

**CARDMEMBER BENEFITS AND REWARDS:** Cardmember benefits and rewards are subject to change or termination without notice. Cardmember benefits and rewards may be provided by third parties; we are not liable for such benefits or rewards or for the actions or omissions of those third parties.

### **11. How we communicate with you and share information with credit bureaus**

*This section explains how we may retain your phone numbers or addresses and use them to contact you later if we need to reach you. It also explains how we report information about your account to credit reporting agencies and reminds you to notify us of a change of address 10 days before you move.*

**COMMUNICATIONS WITH YOU AND OTHERS:** We may call (using live operators, automatic dialing devices, or recorded messages) or e-mail you at home or work and those calls or e-mails will not be considered unsolicited. If you provided a cell phone number to us on the application for this account, you agreed that we may contact you (including for collection purposes) at that cell phone number. Subject to applicable law, we may monitor or record any calls we make or receive. If you provide us with an e-mail address, either on the application or to a representative or if you send us an e-mail, you agree that we may contact you (including for collection purposes) at that e-mail address. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. We may make inquiries of third parties in connection with maintaining and collecting your account, and you authorize such third parties to release information about you to us. You agree to notify us of any change in your mailing address at least ten (10) days before such change. If mailed, notices to you shall be considered given when we include the notice on or with your billing statement or when we deposit the notice in the U.S. mail addressed to the most recent address we have for you.

### **12. Transferring your account and laws that govern your account with us**

*This section explains how we may transfer your account and our rights to other parties. It also explains that you may not transfer your rights or duties under the agreement to another person. It also identifies the laws that govern your account and this agreement.*

**TRANSFERS:** We may transfer all or part of your account balance, along with our rights under this Agreement, to another person or entity. That person or entity will then be entitled to enforce our rights under this Agreement. You may not transfer your rights or obligations under this Agreement.

**GOVERNING LAW:** This Agreement (including restrictions on interest) shall be governed by FEDERAL law and to the extent state law applies, Washington law, regardless of conflict of law principles. If there is any conflict between any of the terms and conditions of this Agreement and applicable law, this Agreement will be considered changed to the extent necessary to comply with applicable law. Where this Agreement provides that we may exercise discretion in taking certain actions, those provisions are not intended to authorize us to take actions that are contrary to applicable law. We have additional obligations under applicable law. We are not excused from complying with those obligations simply because they are not detailed in this Agreement. You agree that all terms of this Agreement are material to the determination of interest.

### **13. Scope of our agreement with you**

*This section helps explain the scope of our agreement with you and how it will be applied and interpreted.*

**ENTIRE AGREEMENT AND SEVERABILITY:** This Agreement, as modified by any change in terms we may provide, supersedes any prior communications between you and us. Any invalid or unenforceable provision of this Agreement will not affect whether any other provision is valid or enforceable.

**SECTION HEADINGS AND SUMMARIES:** The section headings and summaries provided in this Agreement are provided only for your and our convenience. The section headings and summaries do not define or describe the entire scope or intent of any portion of this Agreement.

### **14. 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 we 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, but not limited to, Claims relating to advertising)
- Claims that may arise after the termination of this Agreement or any other agreement or relationship between us that is 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:
  - 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](http://www.adr.org) or 1-800-778-7879 (toll free).
  - 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](http://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 customer 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 to the individual claimant 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 Agreement is governed by California law, 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. The parties acknowledge that in such event, a jury will not decide such Claims.

If your Agreement is governed by 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 the parties 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. The parties 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.

#### **15. Your billing rights as a cardmember**

*This section describes specific legal rights you have as a cardmember. It explains how you may dispute an item on your statement, what you may do if you are dissatisfied with a purchase from a merchant and the limits on your liability for unauthorized transactions.*

#### **YOUR BILLING RIGHTS**

#### **KEEP THIS NOTICE FOR FUTURE USE**

This notice tells you about your rights and our responsibilities under the 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:

Union Bank  
P.O. Box 2988  
Omaha, NE 68103-2988

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.

### **Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- (1) The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- (2) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- (3) You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Union Bank  
P.O. Box 2988  
Omaha, NE 68103-2988

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

### **16. Liability for unauthorized use**

If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should call us at 844-860-5465. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.00.