

## Summary of Credit Terms- Union Bank Bank Freely Rewards Visa Card

**PLEASE NOTE:** If you apply for the Union Bank® Bank Freely™ Rewards Visa® Card and meet our eligibility criteria for the Visa Signature® Card, you agree that we may consider your application as one for (and upgrade you to) the Union Bank Bank Freely Rewards Visa Signature Card.

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>0.00%</b> Introductory APR for the first 12 months that your account is open.  After that, your APR will be <b>13.99% to 23.99%</b> , based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>0.00%</b> Introductory APR for the first 12 months that your account is open.  After that, your APR will be <b>13.99% to 23.99%</b> , based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>25.25%</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>	<ul style="list-style-type: none"> <li>• Balance Transfer: Either <b>\$10</b> or <b>3%</b> of the amount of each balance transfer, whichever is greater.</li> <li>• Cash Advance: Either <b>\$15</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.</li> <li>• Foreign Transaction: <b>None</b></li> </ul>
<b>Penalty Fees</b>	<ul style="list-style-type: none"> <li>• Late Payment: Up to <b>\$37</b>.</li> <li>• Over-the-Credit Limit: <b>None</b></li> <li>• Returned Payment: Up to <b>\$35</b>.</li> </ul>

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

The above information, such as rates and fees, is accurate as of 3/16/2020 and is subject to change. Please contact Union Bank Customer Service at 877-505-6789 for up-to-date information.

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

## ADDITIONAL TERMS & CONDITIONS

If an account is opened, you will receive a 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 Cardmember 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, the USA PATRIOT Act requires all financial institutions to obtain, verify, and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, and other information that will allow us to identify you. We may also ask for other identifying documents. We will let you know if additional information is required.

### CREDIT REPORT AUTHORIZATION

By submitting an application for credit, you authorize us to obtain credit bureau reports 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 us with your residential phone number or cell phone number, you agree that we (including companies working on our behalf) have your permission to contact you at the number provided about any of your Union Bank accounts, and that we may use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account servicing calls, as well as for collection purposes. Message and data rates may apply.

### 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 Resolution of Claims by 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 need 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 request a transfer balance 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.**

### OVERDRAFT PROTECTION LINKED TO A UNION BANK CREDIT CARD

By enrolling in Overdraft Protection Linked to a Union Bank Credit Card, you authorize the Bank to make advances on your Union Bank Credit Card (subject to your available credit) in order to cover transactions (including transfers between checking, money market, and savings accounts) presented for payment against insufficient funds. We will not authorize transactions requiring real-time authorization (such as ATM withdrawals, ATM or Debit Card purchases, and cash withdrawals in a Union Bank branch) using this service. If you attempt a transaction requiring real-time authorization and there are insufficient available funds in the linked checking account, the transaction will be declined. Activation of the Overdraft Protection service may take up to 5 business days following the approval of a new credit card account; for customers with an existing open credit card account, it may take up to 5 business days from the initial request to enroll in the Overdraft Protection service.

Each business day that we determine that your linked checking account is overdrawn by any amount, you authorize us to make an Overdraft Advance equal to a) \$50, or b) the next highest multiple of \$50 that will equal or exceed the linked checking account overdraft, as determined by us. For example, if we determine that your linked checking account is overdrawn by \$125, you understand and agree that we may automatically make an Overdraft Advance of \$150 from your Union Bank Credit Card for deposit to your linked checking account. We will make advances only once each business day.

Advances will only be processed if at least one transaction can be covered by the advanced amount. Any negative balance from a previous business day will not trigger an advance unless another eligible transaction is presented for payment and there is sufficient available credit on the credit card account to cover at least that additional transaction. If you do not have sufficient available credit on your credit card account to cover all transactions, your linked checking account may be subject to fees for any uncovered transactions. The total advance amount will appear on the linked checking account statement each day an advance is made. Only one checking account may be linked to one credit card account, and both accounts must have a common owner. If your linked checking account is changed to a closed status for any reason, Union Bank may terminate the Overdraft Protection Linked to a Union Bank Credit Card service.

without notice.

Overdraft Advances will be added to your Overdraft Advance Balance Category on your credit card monthly statement and be charged the Overdraft Advance Annual Percentage Rate. Your APR will be **13.99% to 23.99%**, based on your creditworthiness. This APR will vary with the market based on the Prime Rate. No grace period will apply when calculating finance charges for Overdraft Advances. If your linked credit card account is changed to a closed status for any reason, Union Bank may terminate the Overdraft Protection Linked to a Union Bank Credit Card service without notice. You may cancel this service at any time.

Some accounts may not be eligible for Overdraft Protection Linked to a Union Bank Credit Card. For more information, see the Union Bank *Personal Accounts & Services Disclosure and Agreement*.

## **OTHER DISCLOSURES**

**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.

**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).

**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.

**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 51442, Los Angeles, CA 90051.**

**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 <http://www.dfs.ny.gov> for free information on comparative credit card rates, fees and grace periods.

## **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 Cardmember 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.

## 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 Bank Freely Rewards Visa Credit Card. You will receive complete Program terms and conditions with your account opening materials if your application is approved.

### EARNING CASH BACK REWARDS

#### Purchases

You earn cash back rewards when you (or your authorized user) 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.

Cash back rewards are not earned until they appear on the account statement. Cash back rewards that have been awarded may be deducted if, after cash back rewards are awarded, Purchases are subsequently subject to a refund, credit or dispute. We reserve the right to retroactively correct errors made in point awards. Cash back rewards you earn during the billing cycle will be added to your rewards balance within 7 days after the end of the billing cycle.

#### Introductory Cash Back Rewards Bonus

You will earn a **\$100 introductory cash back rewards bonus** following your first \$1,000 in Purchases made within 3 months of account opening. This \$100 cash back rewards bonus will post to your reward balance within 8 weeks after the close of your third billing cycle. You are limited to one introductory cash back rewards bonus per card account.

#### Cash Back Rewards

You will earn **1.5% cash back rewards for each \$1.00 spent** on Purchases posted to your account.

### CASH BACK REWARDS REDEMPTION

You may redeem for the following:

- A statement credit to your card account;
- A deposit into a non-Union Bank checking or savings account;
- A deposit into a Union Bank checking or savings account. Cash back rewards redeemed into a Union Bank checking or savings account will receive a 25% bonus;
- A principal reduction payment to your Union Bank mortgage account. Cash back rewards redeemed as a principal reduction to a Union Bank mortgage will receive a 50% bonus.

You must have a Union Bank checking account, savings account, or residential mortgage account in an open status with Union Bank to qualify for the last two cash back redemption methods referenced above.

When you redeem cash back rewards 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.

When you redeem cash back rewards into a Union Bank checking or savings account, the deposit will post to your checking or savings account within 5 business days.

When you redeem cash back rewards for a principal reduction payment to your Union Bank mortgage account, the payment will be applied as an extra principal payment and will not count toward your regular monthly payment. **You are still required to make your regular mortgage account payments as indicated on your monthly mortgage statements.** Principal reduction payments will post to your mortgage account within 5 business days. It may not appear on your mortgage account monthly statement for 1 to 2 billing cycles.

When you redeem cash back rewards into a non-Union Bank checking or savings account, the deposit will post to your checking or savings account within 7 to 10 business days.

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 cash back rewards redeemed will be subtracted from your rewards balance. We may, in our discretion, set a minimum or a maximum number of cash back rewards 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 redemption transactions are final.

### CASH BACK REWARDS EXPIRATION

Cash back rewards do not expire for the life of the account. However, if your account is closed by you or by us, you will lose any cash back rewards you have not redeemed.

### PROGRAM CHANGES

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

## DISQUALIFICATION/TERMINATION

If the account does not remain in good standing, you will not earn future cash back rewards, cannot redeem cash back rewards, and you will forfeit any accumulated cash back rewards previously earned. 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 cash back rewards, 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 Cashback Rewards. Closing your account (by you or by us) will result in the termination of your enrollment in the Program, and any accumulated cash back rewards 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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