

# Banner Bank Business Mastercard® Credit Card Agreement



This Business Credit Card Agreement (this "Agreement") governs your Account and each Business Mastercard Credit Card (the "Card") issued by Banner Bank ("we", "us", "our" or "Bank") to you and any Authorized Users designated by you for use in connection with your business. Any acceptance, signing or use of the Card(s) by you or any such Authorized User will constitute your consent and agreement to all terms, conditions and provisions set forth in this Agreement. We will issue Cards as directed by you from time to time, in your own name or in the names of the Authorized User.

Please read this Agreement in its entirety and keep it for your reference. The accompanying Summary of Credit Terms is incorporated into and made a part of this Agreement. In addition, the application you signed and submitted for this Account, including any guarantees provided by a Guarantor in connection thereof (the "Application"), your Card and the card carrier that we send with your Card, and your signature (including any electronic or digital signature) on any Application are incorporated into and made a part of this Agreement.

For purposes of this Agreement, "you," "your" and "yours" means the Company as well as the Authorized Company Representative/Owner identified in Company's Application as the "Primary Cardholder." Company and Primary Cardholder are jointly and severally liable for all amounts due and owing on the Account, including all obligations incurred through use of all Cards, except as otherwise provided herein. You certify that all extensions of credit on, and any other uses of, the Account will be primarily for a business, commercial or agricultural purpose and not for personal, family or household use.

**BY USING YOUR CARD OR ACCOUNT, YOU ACKNOWLEDGE THAT (1) YOU HAVE RECEIVED AND HAVE READ A COMPLETED COPY OF THIS AGREEMENT (2) YOU UNDERSTAND THIS AGREEMENT AND (3) YOU AGREE TO ITS TERMS, INCLUDING THE ARBITRATION PROVISION.**

## **DEFINITIONS**

The definitions listed below will apply throughout this Agreement and in your monthly statement.

**Account** – The Business Mastercard Credit Card Account approved by us for your use, subject to this Agreement.

**Annual Percentage Rate or APR** – An annualized rate of Interest Charge.

**Authorized Company Contact** – The person(s) identified on Company's Application who is authorized to access account information on behalf of the Company and Primary Cardholder, and to make changes to the Account, including but not limited to, requesting credit line increases and additional Authorized Users.

**Authorized User** – The person(s) authorized by the Primary Cardholder or Authorized Company Contact to obtain credit under an Account, whether named in an Application as an Authorized User or otherwise.

**Average Daily Balance** – A balance amount for a particular type of Transaction, as calculated in accordance with this Agreement.

**Balance Transfer** – A Transaction in which, pursuant to your request, we send a payment on your behalf directly to another financial institution to transfer to your Account all or a portion of an outstanding balance you owe to that other financial institution. Balance Transfers may not be used to pay off or pay down any Banner Bank accounts, either opened in your name or any other person.

**Balance Transfer Limit** – The maximum amount that we may permit for any Balance Transfer, including any Promotional Balance Transfer. The Balance Transfer Limit is subject to change at our discretion.

**Billing Cycle** – The time interval covered by a monthly statement. Each Billing Cycle is approximately 30 days in length.

**Card** – Any Business Mastercard Credit Card issued by us to a Cardholder under the Account, which you or any Authorized User(s) may use to make Transactions on the Account, as well as any card number that is able to access the Account, whether or not issued without a tangible card, and including any token or other proxy for such card number whether issued by Bank or a third party (e.g., a Digital Wallet provider).

**Cardholder** – You, or any Authorized User to whom a Card is issued, or who is entrusted by you or an Authorized User with a Card.

**Cash Advance** – A Transaction to obtain cash or cash equivalents (as reasonably determined by Bank, including any such amounts as determined by Mastercard) from a bank or other entity that accepts the Card, or through such other means as further described in this Agreement. Any surcharges charged by any owner or operator of any ATM, or by Bank, or by any other entity that accepts the Card with respect to the cash advance, will be deemed a part of the cash advance.

**Cash Advance Limit** – The maximum percentage or amount of your Credit Limit that you may use for Cash Advances. The Cash Advance Limit is subject to change at our discretion.

**Closing Date** – The date of the last day of a Billing Cycle.

**Company** – The business for which the Account was established and subject to this Agreement, including any successor entity thereto.

**Credit Limit** – The maximum amount of credit available to you on your Account.

**Digital Wallet** means a digital wallet, such as Apple Pay®, Samsung Pay®, Google Pay®, or Amazon One®, or any other electronic payment system into which a Card may be enrolled on any mobile phone, tablet, watch or other device that supports an electronic payment system or any other biometric payment system into which a Card may be enrolled, subject to this Agreement and any other terms and conditions as the Bank may require.

**Finance Charge** – A fee or charge representing the cost of borrowing on your Account.

**Guarantor** – The person(s) identified on Company's Application who have agreed to guarantee payment to Bank in connection with the Account as further set forth in the Application.

**Grace Period** – The period during which we will not charge you interest on certain balance categories as further described in this Agreement.

**Interest Charge** – A Finance Charge attributable to the application of a periodic interest rate.

**Margin** – The amount added to the Prime Rate in the calculation of a variable APR.

**New Balance** – The total outstanding Account balance as of the Closing Date of a Billing Cycle, as specified in a monthly statement.

**Outstanding Balance** – The total outstanding balance on the Account at any given time.

**Previous Balance** – The balance of your Account at the beginning of a Billing Cycle. This will be the same as the "New Balance" shown on your previous monthly statement.

**Primary Cardholder** – The Authorized Company Representative/Owner who is identified in Company's Application and, together with the Company, is responsible for all obligations on the Account.

**Promotional Balance Transfer** – Balance Transfers that we may offer you from time to time at a reduced Annual Percentage Rate or other promotional term, applicable for a period of time specified in the promotional Balance Transfer offer.

**Periodic Rate** – The percentage rate of Interest Charge imposed against a balance for a specified period.

**Purchase** – A Transaction made to purchase goods or services, but excluding a Cash Advance or Balance Transfer.

**Reward Program** means the cash back rewards program offered by Bank pursuant to the [TruRewards Terms and Conditions] as such terms and conditions may be modified from time to time in accordance with the terms thereof and this Agreement, and which terms are incorporated herein by reference.

**Transaction** – A credit transaction made to the Account, whether through the use of a Card or otherwise, and includes a Purchase, Balance Transfer and Cash Advance.

**Unauthorized Use** – The use of a Card by a person, other than the Cardholder, who does not have actual, implied or apparent authority for such use, and from which the Cardholder received no benefit.

## **USING YOUR CREDIT CARD**

**Purchases:** You may use your Card to perform Transactions on the Account, including Purchases from merchants that accept the Card.

**Cash Advances.** You may use your Card to obtain Cash Advances at an ATM, by presenting the Card to us, or to any entity that accepts the Card for that purpose or such other means that we may authorize from time to time, including through use of a check to obtain Cash Advances. The total outstanding Cash Advance balance on your Account at any given time may not exceed the Cash Advance Limit applicable to your Account. In addition to your Cash Advance Limit, we will:

- Restrict Cash Advances up to \$1,000 per transaction and \$10,000 per over-the-counter transactions at Bank locations. We and other financial institutions that operate their own ATMs may have lower limits for Cash Advance transactions made at our or their ATMs or locations.
- Apply a daily limit on Cash Advances of up to \$25,000, or 50% of your Cash Advance Credit Limit, whichever is less, up to your remaining Cash Advance Limit.
- Limit the number of Cash Advances you make to three Cash Advance Transactions per day.

We will charge you a Cash Advance Fee for each Cash Advance. Cash Advances do not have any grace period, which means that Interest Charges will begin to accrue on the Cash Advance amount starting the day it is posted to your Account.

**Balance Transfers.** You may use your Card to obtain Balance Transfers, subject to the Balance Transfer terms described in this Agreement or any Promotional Balance Transfer offer or such other means that we may authorize from time to time, including through the use of a check to obtain Balance Transfers. We may permit you to make Balance Transfers in order to transfer balances from eligible credit card accounts or other types of credit accounts with other financial institutions, to your Account up to the amount of any Balance Transfer Limit we may apply to your Balance Transfer. If you request a Balance Transfer that exceeds the applicable Balance Transfer Limit, we may, in our discretion, process the Balance Transfer for less than your requested amount (not to exceed the applicable Balance Transfer Limit) or we may decline the entire Balance Transfer request. We will charge you a Balance Transfer Fee for each Balance Transfer. Balance Transfers do not have any grace period, which means that Interest Charges will begin to accrue on the Balance Transfer amount starting the day it is posted to your Account.

- When you make a Balance Transfer to transfer a balance from another eligible account, we will 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 or if they agree to accept 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 request a transfer of any amount that is in dispute with your other financial institution in order to preserve your dispute rights. You should continue to monitor the other accounts from which you requested to transfer balances, and you should continue to pay the minimum payments due on those accounts until you receive statements from those financial institutions showing that the balances due to them have been paid in full. You are liable for any late payments, fees, finance charges or disputed amounts that your other financial institution may impose on your other accounts.

**Prohibited transactions.** We may limit your or any Authorized User's use of the Account at our discretion. Such limitations include, but are not limited to, prohibiting the purchase of cryptocurrency and Internet-related gambling transactions. Your Account and any Card will be restricted from online betting activity, which includes, but is not limited to, lottery tickets, casino gambling chips, off-track betting, and wagers at racetracks.

**PIN usage.** A PIN (a four-digit Personal Identification Number) will be issued for you to use with some of your Transactions, such as obtaining Cash Advances at ATMs. This is done for the protection of your Account from fraudulent activity. A PIN mailer will be mailed to you shortly after opening your Account and with each new Card issued to you or an Authorized User. It is your responsibility to retain your PIN in secrecy, and to not permit other persons to learn the PIN. To keep your Account secure, please do not write your PIN on your Card or keep it in the same place as your Card.

**Credit Limits:** Your Credit Limit is disclosed to you when your Account is opened and on each monthly statement. The Credit Limit is the total amount of credit available for your Account, a portion of which is available for Cash Advances as your Cash Advance Limit, which is disclosed on your monthly statement.

We may change your Credit Limit (including your Cash Advance Limit) from time to time and will notify you accordingly. We base that decision on a variety of factors such as your payment and transaction history with us, and information we receive from third parties, including credit reporting agencies. The amount shown on your monthly statement as available credit do not take into account Purchases, Balance Transfers, Cash Advances, Interest Charges and other Finance Charges or fees, any other Transactions, or credits which post to your Account after the Closing Date of that monthly statement.

You may not use your Account in any way that would exceed your Credit Limit or any Cash Advance or Balance Transfer Limit. However, in certain circumstances, we may, in our discretion, approve Purchases or other Transactions even if they will result in your Account balance exceeding your Credit Limit (or any Cash Advance or Balance Transfer Limit). In the event that you do use your Card or Account in a manner that results in your balance exceeding your Credit Limit (or any Cash Advance or Balance Transfer Limit), you are liable for and must repay the excess amount in full according to the terms of this Agreement. In such event, if the New Balance shown on the next monthly statement exceeds your Credit Limit (or your Cash Advance or Balance Transfer balance exceeds your Cash Advance or Balance Transfer Limit), an Over-the-Limit Fee will be charged in the amount disclosed in your Summary of Credit Terms and will be included and due as part of your Total Minimum Payment Due.

**Refusal to Authorize Transactions:** Subject to applicable law, we may limit or refuse to authorize or accept any Transaction on your Account for any reason, including but not limited to a Transaction that would cause you to exceed your Credit Limit, or your Account being delinquent. We will not be liable to you or any third party for limiting or refusing to authorize or accept any Transaction on your Account, or if (1) we close your Account; or (2) anyone refuses your Card or Account. Unless otherwise required by law, we are not responsible for and will not be liable for any goods or services you purchased using your Account.

**Authorized Users:** You may designate one or more Authorized Users on the Account and may request that Cards be issued for those Authorized Users. You may set a maximum amount of credit (in an amount less than the Credit Limit) as a spending limit assigned to each Card for each Authorized User; provided that the maximum amount of credit you set for each Authorized User may not, in the aggregate, exceed the Credit Limit. In addition, your Outstanding Balance at any given time may not exceed the Credit Limit, without regard to any maximum amount of credit established for each Authorized User.

You are responsible for the use of the Account and any Cards by any Authorized User. You are solely responsible for ensuring that each Authorized User receives a copy of this Agreement and accompanying Summary of Credit Terms and for their compliance with this Agreement as a Cardholder. You may request to have an Authorized User removed from your Account and we will use reasonable efforts to deactivate such user's Card promptly upon your request. However, you are responsible for collecting and destroying any Cards that the Authorized User has in their possession. Your request to remove an Authorized User will not relieve you of responsibility for any charges or other Transactions that the Authorized User has made on your Account.

Authorized Users are permitted to use any Card issued to them under the Account, make payments on the Account, report their Card as lost/stolen, confirm a fraudulent transaction on their Card, and initiate a dispute on the Account for Transactions made with their Card. Additionally, you authorize us to share and discuss with each Authorized User basic card Account information (including information such as spending limit available for their Card, Payment Due Date, etc.). Under no circumstances will an Authorized User be permitted to: discuss your credit information; close or reopen the Account; obtain assistance in registering/accessing our website; or request the following: name changes; Credit Limit changes; replacement Cards; the addition of Authorized Users; or removal of another Cardholder (except that an Authorized User will be permitted to remove themselves as an Authorized User on the Account).

**Digital Wallets.** If Cardholders are provided the ability to provision Cards to a Digital Wallet, you should consider that there is risk of loss that may result from wireless transmission or loss of the mobile device. We are not responsible or liable for any function, malfunction, delays or other problems, or any resulting loss, damage or liability from enrollment in or use of a Digital Wallet. We may condition the provisioning of any Card to a Digital Wallet on the Cardholder agreeing to additional terms and conditions for such Digital Wallet. Such agreement by the Cardholder shall also be deemed to be your agreement to such additional terms and conditions.

## **MAKING PAYMENTS**

**Promise to Pay:** You promise to pay us for all charges made on your Account, in accordance with this Agreement, including all Purchases, Cash Advances, Balance Transfers, and all other Transactions, plus any Interest Charges, fees and other charges which arise from use of any Card or the Account by you, an Authorized User or any other person, whether resulting from (a) actual use of a physical Card, (b) mail order, telephone, computer or electronic Purchases made without physically presenting a Card, (c) use of a Card through a Digital Wallet, or (d) any other circumstance where you, a Cardholder or any other Authorized User initiates a Transaction. You promise to pay us all amounts due, including the Total Minimum Payment Due, either by direct payment or by automatic transfers from your bank deposit account. You may pay all or a part of your Account balance at any time.

**Monthly Statements:** Each Billing Cycle in which there is any new Transaction or other activity on the Account or there is an outstanding balance, we will send each Cardholder a monthly statement showing such new activity made with their Card during that Billing Cycle (including new Transactions, payments and credits), as well as other Account information applicable to their Card, including the Previous Balance, New Balance, Interest Charges, fees, and any other charges. Each statement will also show the Card's Total Minimum Payment Due for that Billing Cycle and its Payment Due Date. Unless you notify us of a billing error as described below, you accept each monthly statement as an accurate statement of your Account with us.

**Making Payments:** You must pay at least the Total Minimum Payment Due by the Payment Due Date, as shown on your monthly statement. You agree to follow the requirements for payments that we set forth on your monthly 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, otherwise your payment may be delayed which can result in Late Fees and additional Interest Charges.

The Total Minimum Payment Due is calculated as follows:

- First, we calculate an amount equal to 3.0% of your New Balance or \$40.00, whichever is greater (except that, if your New Balance is \$40 or less, this calculated amount will be equal to your New Balance);
- We then add to that calculated amount any past due amounts and overlimit amounts not included in the above calculation.

You may pay your New Balance in full but you must otherwise pay at least the Total Minimum Payment Due.

Without limiting the foregoing, the **Primary Cardholder** / is required to pay the Total Minimum Payment Due by the Payment Due Date as shown on all **Authorized Users'** monthly statement, provided that the foregoing does not limit Company's or the Authorized Company Representative/Owner's liability for all amounts due on the Account.

**Application of Payments:** We may apply your payments in the order we choose and you authorize us to apply payments and credits at our discretion, even if such payment allocation is more favorable or convenient for us. We generally apply your payment first to Interest Charges and fees, then to principal balances with higher interest rates and then to balances with lower interest rates.

## **INTEREST CHARGES AND BALANCE CALCULATIONS**

**When Interest Charges Begin:** We charge interest starting on the date of a Transaction, unless you are eligible for an interest-free period (also known as a grace period) to repay your balance for Purchases before Interest Charges are imposed. We will apply a grace period on new Purchases if any of the following is true:

1. You paid your New Balance shown on your monthly statement for the previous Billing Cycle in full by the Payment Due Date; or
2. Your Previous Balance shown on your monthly statement is zero; or
3. Your Previous Balance shown on your monthly statement is a credit balance.

If none of these conditions are true, Interest Charges will be imposed on Purchases from the date they are posted to your Account. The next time you pay your entire New Balance in full by the Payment Due Date, we will again apply a grace period to new Purchases.

The grace period applies to Purchases only. Interest Charges on Balance Transfers and Cash Advances will be imposed at the applicable APR from the date each Balance Transfer and Cash Advance Transaction is posted to your Account and will continue to accrue on unpaid balances as long as it remains unpaid.

**Balance Calculations:** We use the Average Daily Balance method to compute Interest Charges on your Account. We calculate Interest Charges separately for each Balance Category. Different balances within a Balance Category may also be subject to different APRs.

**Interest Charges:** Interest Charges will be calculated using Daily Periodic Rates, which correspond to certain Annual Percentage Rates (APR), applicable to a particular balance category, including Purchases, Balance Transfers, Cash Advances, and balances subject to a promotional offer (including Promotional Balance Transfers and Introductory APRs, collectively referred to as "Promotional Offers") ("Balance Categories").

### **Average Daily Balance for each Balance Category:**

Interest Charge amounts imposed during the billing cycle are determined by multiplying your (i) **Average Daily Balance of Cash Advances**, (ii) your **Average Daily Balance of Purchases**, and (iii) your **Average Daily Balance of Balance Transfers** by the applicable **Daily Periodic Rate** (1/365<sup>th</sup> of the applicable APR) for each day of the billing cycle.

To calculate the Average Daily Balance of **Purchases** (including new Purchases) for a given Billing Cycle, for each day of the Billing Cycle we take the beginning Purchase balance of your Account that day, add any new Purchases that post to the Account that day, and subtract any applicable payments or credits and unpaid Interest Charges that post to the Account that day. This gives us the daily balance for Purchases for each day of the Billing Cycle. Then we add up all those daily balances and divide by the number of days in the Billing Cycle. This gives us the Average Daily Balance for Purchases for that Billing Cycle.

To calculate the Average Daily Balance of **Balance Transfers** (including new Balance Transfers) for a given Billing Cycle, for each day of the Billing Cycle we take the beginning Balance Transfer balance of your Account that day, add any new Balance Transfers that post to your Account that day, and subtract any applicable payments or credits and unpaid Interest Charges that post to your Account that day. This gives us the daily balance for Balance Transfers for each day of the Billing Cycle. Then we add up all those daily balances and divide by the number of days in the Billing Cycle. This gives us the Average Daily Balance for Balance Transfers for that Billing Cycle.

To calculate the Average Daily Balance of **Cash Advances** (including new Cash Advances) for a given Billing Cycle, for each day of the Billing Cycle we take the beginning Cash Advance balance of your Account that day, add any new Cash Advances that post to your Account that day, and subtract any applicable payments or credits and unpaid Interest Charges that post to your Account that day. This gives us the daily balance for Cash Advances for each day of the Billing Cycle. Then we add up all those daily balances and divide by the number of days in the Billing Cycle. This gives us the Average Daily Balance for Cash Advances for that Billing Cycle.

#### **Annual Percentage Rate (APR)**

**Regular APRs:** Your Summary of Credit Terms will disclose the Regular APR applicable to different types of Transactions, including Purchases, Balance Transfers and Cash Advances.

If a Regular APR is a variable rate, this will be specified in the accompanying Summary of Credit Terms. If a variable rate, the following applies:

- The Regular APR will vary based on the (i) the "Prime Rate" and (ii) the applicable Margin as shown in your Summary of Credit Terms.
- The "Prime Rate" used is the highest Prime Rate published in the "Money Rates" section of *The Wall Street Journal* two business days before the closing date shown on your billing statement (or if not published on that day, on the date of its next publication following that date). If the Prime Rate increases, the Regular APR may increase. As a result, the Interest Charges, the Total Minimum Payment Due, and the number of payments to pay off your balance may also increase.
- Any change to a variable Regular APR will apply to your Outstanding Balance (subject to any promotional or fixed rates) as of the first day of the Billing Cycle during which the change takes effect.

**Promotional Rates:** Any promotional APR or other term, the type of Transactions or balances to which it applies (if it does not apply to all your balances), the period for which it is applicable, and other promotional terms, will be specified in the accompanying Summary of Credit Terms or a Promotional Offer that we may make from time to time. In general, and except as otherwise provided in its terms, a Promotional Offer will be subject to the following:

- Introductory APRs will expire no earlier than the promotional period specified in the Summary of Credit Terms provided to you at Account opening.
- After the Promotional Offer ends, any unpaid portion of balances that were subject to a promotional APR will revert to the Regular APR.
- You must pay at least your Total Minimum Payment Due in full by the Payment Due Date, in order to remain eligible for the Promotional Offer. If you fail to pay your Total Minimum Payment Due in full or fail to pay by the Payment Due Date, in either case for two consecutive Billing Cycles, or are otherwise deemed to be in default under this Agreement, then commencing on the first day of your next Billing Cycle, Interest Charges will begin to accrue on current and new Transactions at the Regular APR, and any promotional APRs that would otherwise have applied under the Promotional Offer will no longer apply.

#### **FEES**

In addition to Interest Charges, a variety of fees may apply, as described in the Summary of Credit Terms, and will be charged to your Account. These fees include:

**Balance Transfer Fee:** We will charge you a fee for each Balance Transfer you make.

**Cash Advance Fee:** We will charge you a fee for each Cash Advance you make.

**Late Payment Fee:** If your Total Minimum Payment Due is not paid in full on or before the Payment Due Date, you may be charged a Late Payment Fee as shown in the Summary of Credit Terms. However, the Late Payment Fee will never be greater than the total amount past due on your Account.

**Over-the-Credit-Limit Fee:** An Over-Limit Fee in the amount specified in the Summary of Credit Terms will be imposed if the Outstanding Balance exceeds the Credit Limit, or any Cash Advance or Balance Transfer balance exceeds a Cash Advance Limit or Balance Transfer Limit.

**Foreign Transaction Fees.** Transactions in foreign currencies will be converted to U.S. Dollars at the exchange rate determined by Mastercard or its affiliates in accordance with its operating regulations or conversion procedures. Currently, the currency conversion rate is generally either wholesale market rate or a government-mandated rate in effect for the date of conversion, determined by Mastercard in its sole discretion. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Business Card. A Foreign Transaction Fee will be charged by the Bank for transactions made in foreign currencies and for transactions made in U.S. dollars at a merchant who is outside of the U.S. The Foreign Transaction Fee is applied to the total Transaction amount after conversion to U.S. dollars.

**Annual Fee:** If applicable to your Account, an Annual Fee will apply and be charged to your Account starting on the day your Account is opened, and each year thereafter when your Account renews. You can avoid this annual fee by sending written notification of termination within 30 days after the mailing date of the monthly statement in which the annual fee appears.

**Rush Card Fee:** If applicable to your Account, a Rush Card Fee may apply to your Account for delivering a Credit Card to you via recognized overnight courier.

**ATM Surcharge Fees:** If you use an ATM to obtain a Cash Advance and the ATM is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a Transaction. The ATM Surcharge Fee will be charged to your Account if you complete the Transaction, and the amount of the ATM Surcharge Fee will be included in the total amount of the Cash Advance (and thus part of the Cash Advance Fee calculation).

**Other Fees** pertaining to your Account are as disclosed in the Summary of Credit Terms.

#### **UNAUTHORIZED USE; LOSS OR THEFT OF YOUR CARD**

If you notice the loss or theft of your Card or a possible unauthorized use of your Card, you should write to us immediately at Banner Bank, PO Box 2181, Walla Walla, WA 99362, or call us at 1-855-891-4821. You may be liable for the unauthorized use of any Card(s) issued to you or your Authorized Users. Except as otherwise provided below, the following limitation of liability will apply with respect to each separate Card issued:

You will not be liable for any unauthorized use that occurs after you notify us of the loss, theft or possible unauthorized use. You may, however, be liable for unauthorized use that occurs before your notice to us if we reasonably determine, based on substantial evidence, that you were fraudulent or negligent in the handling of the Account or the Card. In any case, your liability will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us.

**Notify Us In Case of Errors or Questions About Your Bill:** If you think there is an error on your statement, or if you need more information about a transaction on your statement, you can notify us by writing to us at:

Banner Bank  
PO Box 2181  
Walla Walla, WA 99362

In your notice, you must provide the following information:

- **Account Information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error, and any other information regarding the charge that may help us identify it, such as the vendor or date.
- **Description of problem:** If you think there is an error on your statement, describe what you believe is wrong and why you believe it is a mistake. If you need more information, describe the item you are not sure about.

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.

Your notice regarding any potential errors on your statement must be *in writing*. You may call us instead, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

If you dispute a Transaction with a merchant and we agree to credit your Account for all or part of the disputed amount, pursuant to network rules and regulations, you assign and transfer to us all rights and claims (excluding tort claims) against the merchant. You and any Authorized User agree not to pursue any claim against the merchant for the credited amount.

## **OUR RIGHTS AND HOW THEY AFFECT YOU**

**Telephone Monitoring:** From time to time, we may monitor and/or record telephone calls regarding your Account with us to assure the quality of our service. By entering into this Agreement, you give us your express consent to do so.

**Refunds:** A merchant refund to your Account will post to your Account as a credit. We do not control when a merchant issues a refund or otherwise sends a credit to your Account. We will apply the credit to your Account in our sole discretion, including whether to apply a credit to a different balance.

**Default and Collection:** Unless prohibited by applicable law, your Account is considered to be in default if (i) you do not make at least the Total Minimum Payment Due on or before the Payment Due Date shown on your monthly statement, (ii) if any Cardholder (including an Authorized User) does not pay at least the Total Minimum Payment Due on or before the Payment Due Date shown on their monthly statements (even if all other Cardholders timely pay their Total Minimum Payment Due), (iii) you or any Guarantor becomes subject to bankruptcy or insolvency proceedings, (iv) you or any Guarantor becomes subject to attachment or garnishment proceedings, (v) you or any Guarantor gives us any materially false information or signature, (vi) you or any Guarantor dies or the Company is dissolved, (vii) you or any Guarantor are deemed to be in default under another agreement you have with us, (viii) we have reason to believe that you or any Guarantor are unable or unwilling to pay your Account when due, or (ix) you or any Guarantor fails to comply with any portion of this Agreement. Our accepting a late or partial payment does not waive a default. Upon default, we may declare the entire unpaid Outstanding Balance immediately due and payable, and you agree to pay that amount plus any applicable fees and costs. We may also immediately suspend all further uses of your Account (including all uses by any Authorized Users) or immediately close your Account. If you default on any part of this Agreement, you agree to pay us all costs to collect your Account, including court costs and reasonable attorney fees whether or not there is a lawsuit, and fees on any appeal and fees for bankruptcy proceedings, appeals, and any post judgment collection services, if applicable. These fee and costs may be added to your Account balance and will bear interest at the Interest Rate in effect at that time. We can delay enforcing any right under this Agreement without losing that right or any other right. We will notify you in writing of any such action as soon as practical if it occurs.

**Credit Information / Financial Statements:** You authorize us to obtain business credit reports and other financial information regarding Company, as well as any personal credit reports and other financial information regarding the Authorized Company Representative/Owner or Guarantor, that we will use when considering your application for credit, in connection with the extensions of credit on your Account and the administration, review or collection of your Account. You authorize us to release information to others (e.g., credit bureaus, merchants, and other financial institutions) regarding the status and/or history of your credit line as described in our Privacy Notice. You agree that we may report information about the Account to credit bureaus, including with respect to Company as well as the Primary Cardholder. Late payments, missed payments, or other defaults on your Account may be reflected in Company's business credit report or the Primary Cardholder's personal credit report. You agree to provide us, at any time we deem necessary, with a current financial statement and updated credit information upon request. You authorize us to obtain business credit reports and other financial information regarding the Company as well as any personal credit reports and other financial information regarding the Primary Cardholder, from credit bureaus, our own records and other lawful sources, from time to time for administration, review and collection of the Account, including your compliance with the terms of the Account.

**Change in Terms:** We have the right to change any terms and conditions of this Agreement at any time, as well as any benefit, service or feature of the Account. If we do so, we will notify you in writing if required by law (in which case, changes will be effective on the date specified in the notice). Changed terms will apply to the Outstanding Balance of your Account as well as to any Transactions after the date of the change, except as limited by applicable law. In any event, use of your Account after the date of the change will confirm that you agree to the change.

**Cancelling or Suspending your Account:** We have the right to close or suspend your Account for any reason, even if you are not in default under this Agreement. This includes suspending the ability for you or any Authorized User to perform Transactions or use other Account features. If we close your Account, you must immediately collect and destroy all Cards that were issued on the Account.

**Assignment:** You may not sell, assign or transfer the Account or any of your obligations under this Agreement. We may sell, transfer or assign this Agreement and the Account, and may do so at any time without notifying you.

## **OTHER PROVISIONS**

**Rewards:** If your Account provides you with the opportunity to earn points or cash rewards on your Purchases, we will provide you with all information and terms of your Rewards Program separately, and your participation in the Rewards Program will be subject to those additional terms.

**Ownership and Use of Your Card:** You are liable for all credit obtained with a Card under your Account. If you or an Authorized User authorizes another person to use a Card, you are liable for any credit obtained on your Account by that other person. Misuse of your Card by an Authorized User or other person will not be considered unauthorized use (see "Loss or Theft of Your Card" above). Upon demand, you must return any Card we supply to you or destroy the Card by cutting it in half immediately.

**Honoring Your Card:** We are not liable for the failure or refusal of a merchant, ATM, or other entity to honor your Card or Account. Although you may have credit available, we will not be liable for the failure to authorize credit. A Transaction made above a certain dollar amount may require authorization by us before the Transaction can be approved. In addition, we may limit the number and amount of Transactions approved in one day, or take such other actions we deem necessary, for security reasons.

**Communications and Servicing the Account:** We will send all written notices and statements to your address and/or email address (if applicable to your Account) as it appears on our records. To avoid delays and missed payments that could affect your credit standing, you agree to advise us promptly if any mailing address, email address and/or telephone number(s) you provided us has been changed, inactivated, or cancelled. You authorize us or any of our agents to contact you at any telephone number(s), email address(es) or mailing address(es) you provide on your Application or that you provide to us thereafter, regarding payments due, Account activity, Account Information or for other purposes we deem necessary. You authorize us or any of our agents to leave a message with a person or on a voice mail,

answering machine or answering service that answers the number(s) you have provided to us. You confirm that by providing the mobile phone number and/or email address of an Authorized User(s), you have received consent from the Authorized User(s) to provide this contact information to us, and that the Authorized User(s) have expressly consented to receive calls, text messages and/or emails from us or any of our agents to the number(s) and/or email address(es) provided, including through an automated telephone dialing system and/or prerecorded or artificial voice messages and/or text messages, and you agree to indemnify Banner Bank from any and all losses, damages and penalties arising out of claims or actions that such Authorized User did not consent. We can also contact other persons you have listed on your Application (including any Guarantor or persons you have designated as Authorized Users), to find out information about you and how to contact you in the event we are unsuccessful in contacting you as described above.

#### **GOVERNING LAW**

**Governing Law: This agreement is governed by the laws of the state of Washington (without regard to its conflict of laws principles) and by any applicable federal laws.**

#### **ARBITRATION OF DISPUTES**

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.

Except as expressly provided below, any controversy that arises out of or is related to (a) this Agreement (including any dispute over the validity of this Agreement to arbitrate disputes or of this entire Agreement), or (b) your Account, or (c) any relationship resulting from this Agreement, or (d) any insurance or other service related to your Account, or (e) any other agreement related to your Account or any such service, or (f) breach of this Agreement or any other such agreement, whether based on statute, contract, tort or any other legal theory, in which the aggregate amount in controversy for all claimants exceeds \$15,000 including interest and attorneys' fees (any Claim") will be settled on an individual basis by binding arbitration under the Federal Arbitration Act ("FAA"). Judgment on the arbitration award may be entered in any court having jurisdiction. Any dispute regarding whether a particular controversy is subject to arbitration will be decided by the arbitrator(s). If any part of the damages or other relief requested is not expressly stated as a dollar amount, the controversy will be a Claim that is subject to arbitration. You and we acknowledge and agree that the Transactions contemplated by this Agreement, and any controversy that may arise under or relate to this Agreement, your Account, or the services or other agreements described above, involve "commerce" as that term is defined and used in the FAA. The arbitration will be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules (the "Arbitration Rules"). We will tell you how to contact the AAA and how to get a copy of the Arbitration Rules without cost if you ask us in writing to do so. The Arbitration Rules permit you to request deferral or reduction of the administrative fees of arbitration if paying them would cause you a hardship. Any in-person arbitration hearing will be held in Washington State, where our employees and records of your Account are located. Each arbitrator shall be a licensed attorney who has been engaged in the private practice of law continuously during the ten years immediately preceding the arbitration or a retired judge of a court of general or appellate jurisdiction. The arbitration award shall award only such relief as a court of competent jurisdiction could properly award under applicable law, including attorneys' fees if allowed by applicable law or agreement, and may award to the prevailing party all pre- and post-award expenses of arbitration. All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding will apply in the arbitration. The filing of a demand for arbitration in accordance with the Arbitration Rules will be deemed the commencement of an action for purposes of any applicable statute of limitations. There will be no class Claims—Claims by or on behalf of other persons will not be considered in or consolidated with the arbitration proceedings between you and us.

This Agreement does not limit the right of you or us, whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as set-off or repossession and sale of collateral, or to obtain provisional or ancillary remedies or injunctive or other traditionally equitable relief (other than a stay of arbitration) necessary to protect the rights or property of the party seeking relief pending the arbitrator's determination of the merits of the Claim. The taking of any of the actions described in the preceding sentence by either party or the filing of a court action by a party shall not be deemed to be a waiver of the right to demand arbitration of any Claim asserted as a counterclaim or the like in response to any such action. This Agreement to arbitrate disputes will survive the closing of your Account and the termination of your Agreement with us.

Please read this arbitration agreement carefully. It limits or waives certain of your rights. With respect to claims that you are agreeing to arbitrate pursuant to this Agreement, you are waiving your right to bring a court action and to have a jury trial. There will be no class claims in arbitration. Discovery may be more limited in arbitration than in a court proceeding, and the right and grounds to appeal from an arbitrator's award are more limited than in an appeal from a court judgment. Certain other rights you have in a court proceeding also may not be available in arbitration.



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