

# Banner Bank Mastercard® Credit Card Agreement



This Credit Card Agreement (this "Agreement") governs your Account as provided by Banner Bank ("we", "us", "our" or "Bank") to you for use in connection with your personal, family or household purposes. Your acceptance, signing or use of the Account or any Card issued under the Account will constitute your consent and agreement to all terms, conditions and provisions set forth in this Agreement.

This Agreement includes the Interest Rate and Interest Charges document ("Fee Schedule") that was provided to you with your Card and is incorporated into and made a part of this Agreement. The Fee Schedule discloses the Interest Rate and Interest Charges, Fees and other information applicable to your Account. Please read this Agreement (including the Fee Schedule) in its entirety and keep it for your reference.

For purposes of this Agreement, "you," "your" and "yours" means the person that opened the Account. You are liable for all amounts due and owing on the Account, including all obligations incurred through use of all Cards (whether by you or any Authorized User), except as otherwise provided herein. You certify that all extensions of credit on, and any other uses of, the Account will be primarily for personal, family or household purposes and not for business, commercial or agricultural 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.**

## DEFINITIONS

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

**Account** – The 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 User** – The person(s) authorized by you to obtain credit under an Account, including through use of a Card provided with that person's name.

**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. 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 thirty (30) days in length.

**Card** – Any Mastercard Credit Card issued by us under the Account, which may be used 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.

**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.

**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.

**Joint Accountholder** – Any person who jointly applied with you for the Account, as a joint applicant, and is liable on the Account.

**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.

**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 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.

**Secured Card** – A Card associated with an Account that is secured by a Banner Bank Deposit Account, subject to a separate Security Agreement, as further described in this Agreement.

**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 a 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, which is 50% of your Credit Limit. In addition to your Cash Advance Limit, we will restrict Cash Advances up to \$500 per transaction at ATMs or up to your available Cash Advance Limit or your available Credit limit, whichever is less. 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.

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 wish for 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 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 as required by applicable law. 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 does 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.

**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 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 the Fee Schedule, 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.

## JOINT ACCOUNTS

If your Account is a joint account, the following additional terms apply to you (and each other Joint Accountholder).

- Each Joint Accountholder is individually and jointly responsible for paying us all amounts due on the Account, even if one Joint Accountholder is unable or unwilling to pay. Each Joint Accountholder will remain responsible for any balances owed on a closed joint account.
- Unless otherwise required by law, we may contact any Joint Accountholder individually about the Account and any notice or communication from us will be effective for the Account when provided to any Joint Accountholder.
- Any request, instruction or consent provided by a Joint Accountholder (such as a request to increase a Credit Limit, add an Authorized User, update any mailing or email address, and other rights exercised by a Joint Accountholder under this Agreement) will apply to the Account, will be applicable to all Joint Accountholders, and may affect Authorized Users. If we receive different or inconsistent requests or instructions from Joint Accountholders, we may accept or reject any request or instruction from any Joint Accountholder in our sole discretion. We may, in our discretion, choose to obtain, or not obtain, consent from all Joint Accountholders.
- Joint Accountholders may have access to information about each other's use of the Account. For example, other Joint Accountholders may receive information about your Transaction history, payment activity, disputes and what we have reported to credit bureaus. Joint Accountholders may also access any statement or other document relating to the Account.
- Each Joint Accountholder agrees that each other Joint Accountholder on the Account is their agent. Each Joint Accountholder also agrees to be the agent of the other Joint Accountholders on the Account.
- A Joint Accountholder may not remove themselves or any Joint Accountholder from a joint account. However, a Joint Accountholder may request to close the joint account and then request a new individual account, subject to our eligibility criteria in effect at the time.
- The information about the Account that we report to credit bureaus will be reported for each Joint Accountholder.

## SECURED CARD

If you were issued a Secured Card, the following additional terms apply to you.

- Your Account is secured by funds held in a Banner Bank Savings Account or Certificate of Deposit (CD) identified in the separate Security Agreement to which you agreed as a condition of being issued a Secured Card, and that is hereby incorporated by reference.
- You agree to maintain a balance in the Banner Bank Savings Account/CD in an amount at least equal to your Credit Limit as established by Bank.
- Additional deposits can be made to the Deposit Account from time to time, and you may request Bank to increase your Credit Limit.
- You may not withdraw funds from the Banner Bank Savings Account/CD if such withdrawal would cause your Banner Bank Savings Account/CD balance to be less than the Credit Limit for your Account as established by Bank. If you otherwise withdraw funds from the Banner Bank Savings Account/CD and the remaining balance in your Banner Bank Savings Account/CD is less than your Credit Limit, you will be deemed in default under this Agreement and we may close your Account.
- In the event of default, or for other reasons set forth in the Security Agreement, Bank has a right to apply any amount of funds in the Banner Bank Savings Account/CD to pay any outstanding balance on your Account without any prior notice to you, in addition to any other rights that Bank may have under the Security Agreement.

## 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 transfer 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 you a monthly statement showing such new activity made during that Billing Cycle (including new Transactions, payments, and credits), as well as other Account information, including the Previous Balance, New Balance, Interest Charges, fees, and any other charges. Each statement will also show the 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.

**Total Minimum Payment Due:** You must pay at least the Total Minimum Payment Due by the Payment Due Date, as shown on your monthly statement. The Total Minimum Payment Due is calculated as follows:

- First, we calculate an amount equal to (i) 2.0% of your New Balance excluding Balance Transfers *plus* 5.0% of the Balance Transfer amount of your New Balance or (ii) \$25.00, whichever is greater; except that, if your New Balance is \$25 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 pay at least the Total Minimum Payment Due by the Payment Due Date.

**Application of Payments:** We will apply your payments, up to the Total Minimum Payment Due, to the balances on your Account in our discretion. We generally apply such payments to your Account in the following order: previously billed and unpaid finance charges, fees, then principal balances. If you pay more than the Total Minimum Payment Due, we will apply the amount in excess of the Total Minimum Payment Due first to the balance with the highest APR, then to the balance with the next highest APR, and so on, except as otherwise required by applicable law.

**Payment Instructions.** You can pay online, by phone, at a branch, or by mailing the payment to us at the address indicated on your statement. The following instructions below must be followed when making a payment:

- You must pay in U.S. dollars. If you don't pay in U.S. dollars and we accept your payment, you will be responsible for foreign transaction fees.
- You must use a check or electronic debit issued by a bank in the United States.
- You must not provide us a check dated after the date that we receive it.
- You must not include any restrictive endorsements on a check.
- You must not insert cash into the envelope if you pay by mail.
- You must follow the additional payment instructions shown on your statement.

If the foregoing payment instructions are followed, payment will be credited to your Account as of the day we receive it. If these payment instructions are not followed, we may not accept your payment, or there may be a delay in crediting your Account, which can result in late fees and additional Interest Charges applying to your Account. If we choose to accept a payment that does not follow the instructions in this Agreement or on your statement, such acceptance does not constitute a waiver of our rights, and we will not lose our rights. We may reject a payment and/or close your Account if more than the outstanding Account balance is paid.

## 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 (defined below). 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") (each a "Balance Category").

### **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** (1/365th 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:** The Fee Schedule that accompanied your Card discloses the regular APR applicable to different types of Transactions, including Purchases, Balance Transfers, and Cash Advances.

The regular APR for Purchases, Balance Transfers, and Cash Advances is a variable rate subject to the following:

- The regular APR will vary based on (i) the "Prime Rate" and (ii) the applicable Margin as shown in the Fee Schedule.
- The "Prime Rate" used is the highest Prime Rate published in the "Money Rates" section of *The Wall Street Journal* two (2) 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 other 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 Fee Schedule or a Promotional Offer that we may make from time to time.

## FEES

In addition to Interest Charges, a variety of fees may apply, as described in the Fees sections of the enclosed Fee Schedule, 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 in the amount as described in the Fees section of the enclosed Fee Schedule. If a partial payment is made, but the remaining unpaid portion of the Total Minimum Payment Due is not received by the Payment Due Date, a Late Payment Fee may still apply. The Late Payment Fee will not exceed the amount of the required minimum payment that was due.

**Foreign Transaction Fees:** A Foreign Transaction Fee will be charged by 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. We will provide you with at least thirty (30) days' written notice or one Billing Cycle, whichever is less, before the mailing or delivery of the monthly statement on which a renewal fee is charged to your Account. You can avoid this annual fee by sending written notification of termination within thirty (30) days after the mailing date of the monthly statement in which the annual fee appears.

**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 Fee Schedule.

## FOREIGN CURRENCY CONVERSION

**Foreign Transactions—Purchases.** 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. If a third party, such as a merchant, converts the amount of a Purchase into U.S. dollars before sending the Purchase to Mastercard, the third party chooses the conversion rate instead of Mastercard. 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 Card.

**Foreign Transactions—Cash Advances.** A Cash Advance at an ATM or branch of a financial institution in foreign currency may be converted by such third-party financial institution or ATM network, as applicable, rather than Mastercard. The party that converts a Cash Advance to U.S. dollars will choose the exchange rate and when they process the conversion, we do not control this. The exchange rate quoted when the Cash Advance is taken may differ from the exchange rate applied. The exchange rate in effect on the date the Cash Advance is converted to U.S. dollars may also differ from the rate in effect on the date Cash Advance is made or the date the Transaction is posted on your statement.

## 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.

## YOUR BILLING RIGHTS

**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 sixty (60) days after the error appeared on your statement.

Your notice regarding any potential errors on your statement must be *in writing*. You may call us instead at 1-855-891-4821, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.



**When we receive your letter, we must do two things:**

- Within thirty (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.
- Within ninety (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, the following are true:**

- 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. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to 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 ten (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.

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.

## 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 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.
2. You must have used your Card for the purchase. Purchases made with Cash Advances from an ATM or with a check that accesses your 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:

Banner Bank  
PO Box 2181  
Walla Walla, WA 99362

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.

## 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) you become subject to bankruptcy or insolvency proceedings, (iv) you become subject to attachment or garnishment proceedings, (v) you give us any materially false information or signature, (vi) you die, (vii) you are deemed to be in default under another agreement you have with us, (viii) we have reason to believe that you are unable or unwilling to pay your Account when due, or (ix) you fail 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 fees 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 Reporting:** You authorize us to obtain credit reports and other financial information about you from credit bureaus, our own records, and other lawful sources, and for us to use such information when considering your application for credit, in connection with the extensions of credit on your Account, the administration, review, or collection of your Account and other lawful purposes. If you ask, we will tell you the name and address of the credit bureau from which we obtained a report about you. We may also request credit bureau reports from time to time in connection with any update, renewal or extension of the Account, whenever we believe that such action is appropriate. You agree that we may report information about the Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. We may report information about the Account to credit bureaus in any Authorized User's name, and this information may appear on their credit report.

**Change in Terms:** We have the right to change any terms and conditions of this Agreement at any time, subject to applicable legal requirements. If we do so, we will notify you in writing (including electronically if permitted by applicable law) as required by law.

**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 you wish to close your Account, you may do so at any time by notifying us in writing at Banner Bank, PO Box 2181, Walla Walla, WA 99362 or by calling the number on the back of your Card. If we close or suspend your Account, or if you elect to close your Account, you must immediately collect and destroy all Cards that were issued on the Account. For clarity, you must pay all amounts owing on the Account even if they are posted to your Account after it is closed or suspended.

**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 may 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 (1) day, or take such other actions we deem necessary, for security reasons.

**Communications and Call Monitoring:** We will send all written notices and statements to your address and/or email address as it appears on our records. To avoid delays and missed communications or payments that could affect your Account, 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. We may monitor and record any calls between you and us.

**Contacting You.** 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 or required by law. 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.

**Information Sharing.** As permitted by applicable law, you hereby provide us with consent to share information about you and your Account. This includes information we get from you and others. [Our privacy notice can be found at [www.bannerbank.com/privacy-policy](http://www.bannerbank.com/privacy-policy) and was enclosed with your new Account materials].

**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).

To listen to this statement, as well as a description of your payment obligation for this Account, call us at 1-800-790-2755 between the hours of 7:00 a.m. and 5:30 p.m. Pacific Time, Monday through Friday, excluding Federal Holidays.

## 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.



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