# Mastercard® Home Equity Rewards Card Terms and Conditions

Your terms and conditions for your Mastercard Home Equity Rewards Card ("Terms & Conditions") are detailed below. By activating the Mastercard Home Equity Rewards Card, the customer acknowledges receipt of this notice and acceptance of these Terms & Conditions. These Terms & Conditions incorporate herein by reference any other terms and conditions provided separately with your credit agreement with us for your home equity line of credit, as well as the terms of any disclosures you may have received. To the extent of any inconsistent terms between these Terms & Conditions and any other agreement or disclosures, these Terms & Conditions Carefully and keep this document for future reference.

- Cardholder Inquiry Service –24 hour general account or card benefit inquires 1-800-Mastercard (1-800-627-8372)
- Emergency Card Replacement and Emergency Cash Disbursement 1-800-Mastercard (1-800-627-8372)
- Lost/Stolen Card Reporting 1-800-272-9933
- TruRewards Exciting points based rewards program –see the additional information available at bannertrurewards.com or through your branch.
- See the Mastercard Guide to Benefits to review the shopping benefits, security benefits, and travel benefits associated with your card.

#### **Definitions**

Unless inconsistent, words and phrases used in this document shall be construed so that the singular includes the plural and the plural includes the singular. The words "we," "our," "bank" and "us" refer to Banner Bank, the institution which issues the Card. The words "Customer", "you" and "your" refer to the owner of the specific account for which Card transactions are permitted. The word "Cardholder" refers to any person authorized by you to use the Card. The word "Card" refers to your MasterCard Home Equity Rewards Card.

# Types of Transfers, Frequency and Dollar Limitations

- 1. Point-Of-Sale Transactions. You may access your Home Equity account to purchase goods (in person, by phone, by computer), pay for services (in person, by phone, by computer), and almost anything you can do with a credit card. Standard daily spending limit is a maximum of \$5,000. This limit can be raised or lowered based on customer request and branch approval.
- 2. This card may be used for Cash Back from any source (ATM withdrawals, cash advances, or cash back at point of sale).

# **Stop Payment**

Generally, you may **NOT** place a stop payment on any purchase, Point-Of-Sale transaction, or cash advance. Notwithstanding the foregoing, however, you may stop payment on recurring transactions processed through Mastercard that have not yet posted to your account.

## Unauthorized Transfers

- Customer Liability. Tell us AT ONCE if you believe your card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account, up to the maximum of your line of credit If you believe your card has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers made with your card that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed or electronically delivered to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.
- Zero Liability for Unauthorized Transactions. In accordance with Mastercard's Zero Liability Policy, unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Mastercard Home Equity Rewards Cards.
- Contact in event of unauthorized use. If you
  believe your Card has been lost or stolen or that
  someone has transferred or may transfer money
  from your account without your permission,
  immediately call 800-272-9933 to close your card
  immediately. After hours services are available at
  this number.

#### **Error/Dispute Resolution Notice**

In Case of Errors or Questions about Your Mastercard Home Equity Rewards Card transaction(s), Call or Write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. If claim could be covered by an existing Mastercard Home Equity Rewards Card

Enhancement/Insurance Benefit, you will be directed to file your claim with Mastercard. (See the *Mastercard Guide to Benefits*.)

When you contact us, give us the following information:

- 1. Tell us your name, and account number (if any).
- Describe the error or the transfer you are unsure about, and explain, as clearly as you can, why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. If you have authorized us to pay your Home Equity Rewards Card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

We will determine whether an error occurred within 10 business days (5 business days if involving a Visa transaction or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or an internationally-initiated transfer) to investigate your complaint or question.

We will tell you the results within three business days after completing our investigation. If we determine that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

After we receive your error/dispute notice, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

#### **Foreign Transactions**

If a Cardholder engages in an international transaction using the Card, if currency conversion is necessary, then currency conversion will occur using either a government-mandated exchange rate or a wholesale exchange rate, selected by Mastercard. The government-mandated exchange rate or wholesale exchange rate that is used for a particular Transaction is the rate selected for the applicable currency on date that the Transaction is processed, which may differ from the rate selected on the date the Transaction occurred or on the date the Transaction is posted to the account. A combination 1.1% Currency Conversion Assessment fee (CCA) and International Service Assessment (ISA) fee will also be charged.

### **Amendments and Change in Terms**

We may from time to time amend these Terms & Conditions to the extent allowed by applicable federal and state law. We will notify you by mail of such amendments, and subject to the requirements of applicable law, any amendment to this Agreement will become effective at the time stated in such notice. Use of your Card after receipt of notice of an amendment constitutes your acceptance of the change.

# Additional Information about Your Mastercard Home Equity Rewards Card

Your Card must not be used for any unlawful purpose, including the purchase of goods or services prohibited by local law. We reserve the right, but are not obligated, to reject any internet gaming, gambling, lottery or similar transaction. Without limiting the foregoing, we reserve the right, but are not obligated, to reject any transaction we reasonably believe to be unlawful or attempted in connection with any transaction we reasonably believe to be unlawful. If any such transaction is not rejected, we are authorized to debit your account. We will not be liable if you engage in any illegal transaction.

### **Contact Information and Business Hours**

To contact us you may call or write:

(509) 527-3636 or (800) 272-9933 Banner Bank 10 S. First Ave. PO Box 907 Walla Walla, WA 99362

Monday-Friday 7am-7pm PT/8am-8pm MT Holidays not included