



**PACIFIC CONTINENTAL<sup>®</sup>**  
BANK

## **MASTERCARD<sup>®</sup> CARDHOLDER DISCLOSURE AND AGREEMENT STATEMENT**

Dear Cardholder:

We are pleased to have you as a card member.

This Business MasterCard<sup>®</sup> Disclosure and Agreement (“Agreement”) sets forth the terms of your Account. In this Agreement, the words “you” and “yours” mean the cardholder(s) who are contractually liable for the credit card and anyone else the cardholder(s) authorize to use the card. The words “we”, “our”, “us”, and “Bank” mean Pacific Continental Bank, the card issuer. The term “credit card”, “card”, and “account” in this Agreement, mean a Business MasterCard<sup>®</sup> issued by us and the account related to that account.

Upon receipt of your new or reissued card, please sign the back of it. Merchants are not required to accept your card if it is not signed.

When you have accepted, signed, activated, used your card(s) or authorized another person to sign, activate or use the card(s) issued to you, you will be deemed to have unconditionally accepted and agreed to the terms of this Agreement, including liability for the account, the account balance and any fees associated with the accounts.

**TYPE OF TRANSACTIONS.** You may use your account to obtain:

Purchases. You can use your Account to buy goods and services any place MasterCard<sup>®</sup> is honored. In most cases, you will sign a sales slip.

Advances. You can use your Account to get an advance (loan). There are two kinds of advances:

- a) Cash advance. To get a cash advance, go to any participating financial institution and present your card. You will be limited to the amount of your unused credit limit.
- b) ATM advance. If you separately obtain a Personal Identification Number (PIN), you can obtain advances on your Account through an Automated Teller Machine.

**PROMISE TO PAY.** By using or allowing someone else to use your Account you promise to pay for all purchases and advances as well as for any Finance Charges and all other fees and amounts that may be due under this Agreement.

**ADDITIONAL CARD OR OTHERS USING YOUR ACCOUNT.** A maximum of two credit cards may be issued on any one account. Each cardholder will receive a credit card embossed with his or her individual name. You promise to pay for all purchases made by you or anyone you authorize to use your

Account, with or without a card, and whether or not you notify us that he or she will be using it, and whether or not he or she exceeds any limits imposed by you. If another person has use of your Account and you want to end that person's privilege, you must recover and return that person's credit card, if any. If you do not recover and return the card, you will continue to be liable for any charges made after you have advised us of your wish to cancel the privileges. We must receive your written instructions before we can process a change or cancellation.

**CREDIT LIMIT.** Your credit limit will be determined by us and we will send you a separate notice advising you what your credit limit is. Your limit will be shown on each of your billing statements. You may not use your Account in any way that would cause you to go over your credit limit. We may refuse to authorize or accept any transaction on your Account that would cause you to exceed your credit limit. It is your obligation to not exceed the credit limit for your Account. If you owe more than your credit limit, you agree to pay the excess immediately upon our request and we may charge you an overlimit fee and/or suspend your Account privileges or cancel your Account. We reserve the right to change your credit limit at anytime and will notify you in writing of the new limit.

**BILLING STATEMENTS.** We will send you a statement at intervals of approximately thirty (30) days. The statement will show the activity on your Account; the new balance; minimum payment; along with the day we must receive the payment in order to avoid additional charges.

**GRACE PERIOD.** A finance charge will be imposed if you do not pay your bill in full within 25 days of the date of the billing statement. This period is known as the "grace period."

**MINIMUM PAYMENTS.** If you decide to pay installments, the minimum payment will be 3% of the new balance or \$25.00, whichever is greater. If the calculated minimum payment is not a whole dollar amount, it will be rounded down to the next whole dollar. If the new balance is less than \$25.00, you must pay the full amount. In addition to the minimum payment, you promise to pay any amounts that are over limit or past due as well as fees or charges.

**PAYMENT ALLOCATIONS.** All payments shall be allocated as follows: first, to all fees and charges; then to Finance Charges; and finally, to reduce the balances owed for purchases and advances.

**ANNUAL PERCENTAGE RATE.** Your annual percentage rate for purchases and cash advances is 15.9%.

**FINANCE CHARGE.** The Finance Charge shown on your monthly statement consists of your monthly periodic rate charge plus your transaction fee. Your monthly periodic rate charge plus transaction fees give us your total FINANCE CHARGE for the billing period. Except as set forth below, the Finance Charge on both purchases and advances starts when the purchase or advance is added to your Account. The minimum FINANCE CHARGE for any monthly statement in which there is a finance charge shall be 50¢ (or it's prorated if the statement is for less than a month).

Monthly Periodic Rate Charges. Monthly periodic rate charges are assessed on your purchases average daily balance and your advances average daily balance as follows:

a) Purchases Average Daily Balance.

To figure your purchases average daily balance, we start with your purchase balance at the beginning of each day. Then we subtract any purchase credits or payments for that day and add any new purchases and debits posted to your Account that day, excluding any unpaid finance charges, late charges, overlimit fees, annual fees, and credit insurance premiums. This gives us your purchase daily balance. Then we add up all the purchase daily balances and divide by the number of days in the billing period. This gives us your purchase average daily balance. However, if you pay the entire new balance shown on your previous billing statement by the due date, or if your previous balance on your current billing statement is zero, we treat your purchases average daily balance as being zero. We will multiply your purchases average daily balance by the monthly periodic rate of 1.33% (ANNUAL PERCENTAGE RATE of 15.9% divided by 12 months) to calculate your purchases monthly periodic rate charge for the billing period.

b) Advances Average Daily Balance.

To figure your advances average daily balance, we start with your advance balance at the beginning of each day. Then we subtract any advance credits or payments for that day and add any new advances posted to your Account that day, excluding any unpaid finance charges, late charges, overlimit fees, annual fees, and credit insurance premiums. This gives us your advance daily balance. Then we add up all the advance daily balances and divide by the number of days in the billing period. This gives us your advances average daily balance. However, if you pay the entire new balance shown on your previous billing statement by the due date, we exclude all amounts except for new advances. In this case, your average daily balance is based only on your new advances during the billing period. We will multiply your advances average daily balance by the monthly periodic rate of 1.33% (ANNUAL PERCENTAGE RATE of 15.9% divided by 12 months) to calculate your purchases monthly periodic rate charge for the billing period.

Transaction Charge. In addition to including your new purchases and new advances in the average daily balances for monthly rate charge purposes, as set forth above, we will charge you a one-time Transaction Charge whenever any advance is added to your Account. The amount of the charge depends on the kind of advance, as follows:

Cash Advance: The greater of \$2.00 or 2% of the amount advanced.

ATM Advance: The greater of \$2.00 or 2% of the amount advanced.

**FIGURING YOUR ANNUAL PERCENTAGE RATE.** Your billing statement shows the balances subject to finance charge.

We use these balances along with the amount of all new advances to figure your Annual Percentage Rate each month. The balances are your purchases average daily balance and your advances average daily balance, which include your new purchases and your new advances. We will not include any new purchase and your new advances more than once in the computation.

***OTHER SERVICE FEES AND CHARGES.***

**ANNUAL MEMBERSHIP FEE.** Each year, we will charge you a nonrefundable Annual Fee of \$50.00 on your Account and \$15.00 for each additional card, whether or not you have used your Account. This may be prorated the first year based on your card expiration date. If your Account is closed for any reason during the year, we will not refund any portion of the Annual Fee.

**LATE CHARGES.** If we don't receive at least your monthly minimum payment within five (5) days of the due date shown on your billing statement, we may charge you a \$15.00 late charge.

**OVERLIMIT FEE.** If you exceed your approved credit limit by 5% we may charge you an overlimit fee of \$5.00.

**STATEMENT COPY CHARGE.** If you ask for a copy of your billing statement, we may charge your Account \$1.00 per page. If your request relates to a billing error inquiry, this charge will not be imposed.

**RETURNED PAYMENT CHECK FEE.** A fee of \$20.00 will be charged if the payment checks, or like item you gave us, is not paid by your bank.

**STOP PAYMENT.** If you request a Stop Payment on an automatic-payment your account will be charged a fee of \$18.00.

**COLLECTION EXPENSES.** If you do not pay us as required by this Agreement, we may incur collection costs. You promise to pay all collection costs including reasonable lawyers' expenses. We may bill these costs to your Account.

**RIGHT OF OFFSET.** Your failure to pay Bank any amount owed to Bank under this Agreement shall constitute an event of default. Should a default occur, we reserve the right to offset such amount to the greatest extent possible by law, rule, or regulation against any other assets, including other accounts, we hold or control on your behalf.

**BREACH OF AGREEMENT.** If you miss a payment or break one of your promises under this Agreement or under any other loan agreement with us or anyone else, we can require payment of the entire outstanding balance of your Account immediately. We can also suspend your credit privileges. No notice is required. We can also do this if you have made any false or misleading statements on your application, if you die, file for bankruptcy, if any other creditor tries to seize your property, or if you are in default on any other account.

**QUESTIONS AND BILLING ERRORS.** Please let us know right away if you have any questions about your statement. You can call us at 1-800-447-3248 or write us at PO Box 2517, Fairfield, CA 94533. If you think we have made a mistake on your statement, you must follow the procedures on the billing statement

in order to preserve your rights under the Federal Truth in Lending Act.

**INFORMATION ABOUT YOU.** If you change your name, home or mailing address, phone number, or employment you agree to notify us immediately. You agree to provide us with updated financial information we may request. You also agree that we may, from time to time, obtain your financial information and share your financial information with credit reporting agencies. Bank shall retain this right as long as the Account is active or until such time as all sums due and owing on the account have been paid in full, whichever occurs later.

**CANCELLATION.** We may cancel your Account any time by phone or by writing you at the address shown for you on our MasterCard® records. You may cancel this Account at any time by writing to the address on your billing statement and cutting and returning all cards issued on your Account. In either case, you remain responsible for any outstanding balance and all finance and other charges assessed on or subsequently imposed on your Account. You also are required to return all cards and credit card account checks we have given you. You must not use your Account once your credit privileges have been suspended or canceled.

**CHANGE OF TERMS.** The information contained in the Agreement is accurate as of December 01, 2009, which is the date this agreement was printed. We can change the terms of this Agreement at any time. THE NEW TERMS WILL APPLY BOTH TO THE OUTSTANDING BALANCE OF YOUR ACCOUNT, AS WELL AS TO NEW PURCHASES AND ADVANCES. We will notify you in writing (at your address shown on our MasterCard® records) regarding any increased charges at least 15 days before the date on which the change takes place. You should contact us at 1-800-447-3248 or write us at 1550 N Brown Road #150, Lawrenceville, GA 30043 to obtain any changes to the information contained in this Agreement since December 01, 2009.

**WAIVER AND ENFORCEABILITY.** We can waive or decline to enforce any of our rights under this Agreement at any time without affecting any of our rights under this Agreement in the future. If any term of this Agreement is found to be unenforceable, all other provisions will remain in full force.

**LOST OR STOLEN CARDS.** If your card is lost or stolen, you agree to notify us at once, telling us what you know about the loss or theft. You may call us at 1-800-556-5678 any time (from continental United States, except Nebraska), or collect at 402-399-3600 (from Alaska, Hawaii, Nebraska or anywhere else in the world). You may be liable for up to \$50 for any unauthorized use that occurs before you notify us that your card is lost or stolen.

**LIABILITY FOR UNAUTHORIZED USE; WHEN NOTICE IS DEEMED GIVEN.** Cardholder liability for unauthorized use of a MasterCard® card is zero dollars if the following conditions are met: (1) you report the loss or theft within 24 hours of discovering it lost or stolen; (2) your account is in good standing at that time; (3) no more than two incidents of unauthorized use

involving your account have been reported within the last 12 months; and, (4) you used reasonable care in safeguarding the card from loss or theft. If those conditions have not been met, you will be responsible for the lesser of \$50 or the amount of money, property, labor or services obtained by the unauthorized use before notification to us. We may also increase your liability if we reasonably determine, based upon substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or card. Notification to us is given when steps have been taken as may be reasonable in the ordinary course of business to provide us with the pertinent information about the loss, theft or possible unauthorized use of an account or card. Unauthorized use shall be deemed to mean transactions posted to the account or use of the card by a person other than you who does not have actual, implied or apparent authority for such use, and for which you receive no benefit.

**PAYMENTS MARKED "PAID IN FULL."** We may accept letters, checks or other types of payments showing "payment in full" or using other language to indicate satisfaction of your debt, without waiving any of our rights to receive full payment under this Agreement. Satisfaction of your debt for less than the full amount requires a written agreement, signed by one of our authorized employees.

**ILLEGAL TRANSACTIONS.** Your MasterCard® may not be used to conduct any illegal transactions. You may not use your account or card(s) to purchase or acquire funds for any unlawful goods or service including but not limited to all gambling activities. It is your responsibility to determine whether any goods, service or activity is unlawful. Should you participate in any unlawful activity you will be obligated to pay any amount due to us on your account.

**FOREIGN CURRENCY TRANSACTIONS.** If a cardholder effects a transaction (which includes any sale, credit, credit voucher, cash advance, original transactions or any reversal transaction relating to those transactions) with a MasterCard® card in a currency other than U.S. dollars, MasterCard® will convert that transaction into a U.S. dollar amount by using its currency conversion procedure. The transaction will, in addition, incur an international service assessment and/or Multi Currency Conversion Rate (MCCR) fee.

Under the currency conversion procedure that MasterCard® currently uses, the non-U.S. dollar transaction amount or cross border transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in non-U.S. dollar currency by a currency conversion rate. The exchange rate between the transaction currency and the billing currency used for processing international transactions is: A rate selected by MasterCard® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard® itself receives or the government-mandated rate in effect for the applicable central processing date. This amount will then be increased by an international service assessment and/or MCCR fee, which is an additional fee that will be passed to you. This fee

will be 1% of the transaction amount. The fee will be combined with the transaction that the fee relates to and will be shown as a single item on your statement. The currency conversion rate that MasterCard® uses for a particular transaction is the rate MasterCard® uses for the applicable currency when the transaction is processed. The rate may differ from the rate in effect when the transaction occurred or when it was posted to the cardholder's account.

**PAYMENTS IN FOREIGN CURRENCY.** For all amounts you owe on your Account, you will pay us in U.S. dollars. All checks must be drawn from funds on deposit in the U.S. We may, at our option, accept payment made in foreign currency or checks drawn on non-U.S. banks. If we do, we may impose service and collection charges. Our determination of service and collection charges will be final.

**GOVERNING LAW.** This Agreement is governed by the laws of the State of Oregon and applicable Federal law.

### **YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

#### ***Notify Us in Case of Errors or Questions About Your Bill***

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper to the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit 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.

#### ***Your Rights and Our Responsibilities After We Receive Your Written Notice***

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, 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 did not 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.

#### Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

1. You must have made the purchase in your home state or, if not within your home state within 100 miles of your current mailing address; and
2. The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

#### FEE SCHEDULE

Annual Fees	Membership Fee: \$50.00 per year for the first card Additional Card Fee: \$15.00 per year for each additional card
Cash Advance Fees	Transaction fee for Cash Advances: the greater of \$2.00 or 2% of the amount advanced Transaction fee for ATM Advances: the greater of \$2.00 or 2% of the amount advanced
Additional Fees	Late payment fee: \$15.00 Overlimit fee: \$5.00 Returned payment check fee: \$20.00 Statement copy fee: \$1.00 per page ACH Stop Payment fee: \$18.00

All charges made on this charge card are due and payable when you receive your periodic statement.



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