



PACIFIC CONTINENTAL[®]
BANK

BUSINESS CHECK CARD AGREEMENT AND DISCLOSURE

In this Pacific Continental Bank Business Check Card Agreement and Disclosure for business debit card(s) (this "Agreement"), the words "we", "our", and "us" mean Pacific Continental Bank (PCB), and the words "you" and "your" mean the company which has signed and submitted a Pacific Continental Bank Business Check Card Application (the "Application") asking us to issue Pacific Continental Bank Business Check Card(s) (the "Cards") in its name for use by its authorized officers, agents, employees or representatives (the "Authorized Users").

AGREEMENT. This Agreement governs the use of the Cards and associated Personal Identification Numbers ("PINs") by the Authorized Users to make purchases for business-related expenses and services, and to make business-related cash withdrawals we may make available to you, such as automated teller machine transactions, point-of-sale transactions (by PIN or signature authorization), direct deposits to or automatic withdrawals of funds from your account(s). By signing the Application, you consent to be bound by the terms of this Agreement, and you will be responsible for the payment of all transactions arising from the use of any Card issued at your request.

ISSUANCE OF CARD. If approved, we will issue to you a Pacific Continental Bank Business Check Card(s) and replacement Card(s) from time to time, which we will collectively call your "Card." Your Card may be used to access the Account that is linked to the Card ("Linked Account"). You will need to activate your Card before you use it, following the instructions accompanying the Card. We will issue you a PIN that must be used with the designated Card for transactions that require the use of a PIN. Each Card and PIN issued is unique to the business owner and/or authorized user. Your PIN should be memorized. Make sure not to write the PIN on the Card or anywhere else which may be carried on your person. If you forget your PIN, contact the bank to issue you a new one. By signing your Application, you represent that all of the information in it is true and

correct, and you authorize us to verify the information in your Application and to receive and exchange information about you, both now and in the future.

BUSINESS CHECKING ACCOUNT. When you completed the Application, you designated a Business Checking Account you maintain with us (the "Account") for the Authorized Users to access by using the Cards. You must maintain the Account with us at all times, and if the Account is closed for any reason, this Agreement and the Cards will be terminated. Except for the services described with this Agreement, the Account shall be governed by the current Business Checking Account Disclosure (the "Disclosure") for the Account. In the event of a conflict between this Agreement and the Disclosure or any other agreement between you and us, this Agreement will control with respect to Card transactions made with the Cards and associated PINs. You understand and agree that the Authorized Users may only access the Account by use of the Cards, and we shall not be required to pay checks or other items drawn on the Account and bearing the signature of an Authorized User, unless the Authorized User is also an authorized signer on the signature card for the Account.

BUSINESS PURPOSE. By signing the Application, you agree and warrant to us that all Cards issued by us to the Authorized User shall be used solely for business and commercial purposes in connection with the Account, and that no consumer use of any Card shall be permitted under any circumstances. You further agree that any consumer use of any Card shall be immediate grounds for termination of this Agreement. You agree to provide written instructions to all Cardholders that the Card shall not be treated as a consumer card under the provisions of state and federal laws. We do not monitor transactions to determine their purpose. We assume all transactions are for business purposes. **YOU ACKNOWLEDGE AND AGREE THAT THE CARDS ISSUED UNDER THIS AGREEMENT WILL NOT BE TREATED AS CONSUMER ACCESS DEVICES UNDER THE PROVISIONS OF THE ELECTRONIC FUNDS TRANSFER ACT OR ANY OTHER STATE OR FEDERAL LAW. YOU AGREE TO ACCEPT ANY ADDITIONAL RISK ASSOCIATED WITH THE USE OF THE CARDS AND AGREE TO ASSUME THE LIABILITY DESCRIBED IN THIS AGREEMENT.**

RESPONSIBILITY FOR TRANSACTIONS. You are responsible for all transactions you make with the Card or that you authorize

another person to make with the Card. You understand that if you disclose your Business Debit PIN to anyone they will have access to all Accounts identified by your account number.

PROMISE TO PAY; FEES. You agree to pay on demand any amounts you owe under this Agreement and to pay all of the fees and charges that we impose for or in connection with the issuance and use of the Cards. The annual fees, as listed in the current Business Service Charges brochure we gave you with this Agreement, will be deducted from the Account each year on the date that the Cards were issued to you. You also agree that we may impose all of the additional fees listed in the Business Service Charges brochure. We reserve the right to change these fees at any time, and we will provide you with notice of such change as required by law. In addition, we may deduct the amount of the fees from the Account.

AUTHORIZED USERS. Each Card issued pursuant to this Agreement will bear your name as well as the name of the Authorized User. Each Authorized User must sign their Card prior to its first use. The word “use” shall include any presentation of the Card or disclosure of the PIN in any manner, which permits any person to purchase goods and services or to obtain cash. Only those persons designated by you as Authorized Users shall be authorized to use a Card. You may cancel a Card by telephoning us toll-free at 877-231-2265 during regular banking hours or 1-800-554-8969 after hours. However, until we receive your written notification and the Card, we may continue to honor transactions initiated with the Card and you will be liable for those transactions.

CARD TRANSACTIONS. Depending on the spending tier options you have selected for the Authorized Users on the Application, the Cards may be used as follows:

- a) **Point of Sale Transactions.** PIN or Signature Authorized.
Cards may be used for point-of-sale (“POS”) transactions to purchase goods and services for business purposes at any merchant location that accepts Visa® Debit. However, we are not responsible for the refusal of any merchant to accept or honor a Card.
- b) **ATM Transactions.** If you selected a transaction option for one or more Authorized Users, which permits transactions by ATM, we will issue a PIN for use with those Cards. This will enable the Authorized User to obtain cash at any

MoneyPass ATM Network or any ATM displaying the STAR, Visa® or PLUS logos. The amount of transactions which can be made in one day through ATMs will be restricted depending upon the spending tier option you selected. All PINs must be kept in confidence by you and by the Authorized User. You agree to take all necessary steps and institute all appropriate precautions and security measures to protect and maintain the secrecy and security of each PIN. You further agree to instruct the Authorized Users concerning the proper business use of the Cards and the appropriate procedures, which must be followed to maintain the confidentiality and security of the Cards and the associated PINs. If you or the Authorized Users permit someone to use a Card and associated PIN, you are authorizing them to access your Account and to do anything that you or the Authorized Users would be authorized to do with your Account, and you will be liable for all Card transactions and cash withdrawals which may result. All ATM transactions performed with the Cards are subject to the cutoff times established from time to time by the owners or operators of the ATM for processing ATM transactions, and any ATM transaction initiated after the cut off time will be posted to your Account on the following business day.

- c) **Signature Accessed Transactions.** If you have selected a transaction option for Authorized Users, which permits Signature Accessed Transactions, those Authorized Users may make withdrawals, either in cash or by purchasing traveler's checks or any negotiable instrument, at any Pacific Continental Bank office and at any bank which honors Visa® cards or at a POS by choosing the credit option.

You may also be able to use the Card to withdraw cash, transfer funds within your Account, make deposits, order goods or services by mail or telephone from places that accept Visa® Debit, and make automatic payments from your Account to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way. Some of these services may not be available at all terminals. Each transaction with the Card will be debited from your Business Account on the date the transaction is posted to your Account. All Card transactions covered by this Agreement are subject to the terms and conditions of your Business Account agreements with us governing the affected Business Accounts. Any future

changes to your Account agreements may affect the use of the Card.

AUTHORIZED USER TRANSACTION LIMITS. On the Application, you selected spending tier options for each Authorized User. Those spending tier options determine the type and amount of the transactions an Authorized User may perform in a single day. You understand and agree that each Authorized User's transaction activity will only be limited by either the daily limit set for the type of transaction or the amount of collected funds in the Account. You agree that the Authorized Users will not exceed these designated limits, and that we have the right to deny any transaction if the transaction will cause an Authorized User to exceed those limits or the collected balance in the Account. If the Authorized Users initiate transactions, which exceed those limits, we can charge all transactions to your Account without giving up any of our rights under this Agreement. In addition, if we permit Authorized Users to exceed their limit on any occasion, we are under no obligation to do so in the future. When an Authorized User exceeds this limit, you will be in default under this Agreement. We have the right to change these limits from time to time. We also have the right to refuse to allow any transaction if there are insufficient collected funds, or if the transaction will cause an Authorized User to exceed his or her daily transaction limit. You may on occasion be limited to a decreased transaction amount for security reasons and may also be limited on the number of transactions performed on a given day whether or not you have reached your maximum transaction limit.

OVERDRAFTS. Unless you have a separate overdraft line of credit with us, you may not overdraw the Account or any other business Checking Account you maintain with us under any circumstances. If you do, you will be in default under this Agreement, the Disclosure and any other related agreement. As a result, we will be under no obligation to authorize any additional transactions. If we pay a transaction initiated with a Card, which results in an overdraft in your Account, you agree, upon receiving notice, to immediately deposit sufficient funds in the Account to cover any overdraft, including any related overdraft service charges. If your Account has an overdraft line of credit tied to it, Card transactions that would otherwise overdraw your Account will be covered by the overdraft protection feature. Your overdraft protection feature will be documented on a

separate agreement. Some of the terms, such as your liability for unauthorized transactions initiated with your Card, may vary from the terms of this Agreement.

ACCOUNT DEBITS. Any use of a Card by an Authorized User or any other person allowed to use a Card shall authorize us to charge your Account for the amount of any purchase, cash advance, or other withdrawal. You waive any right to stop payment on any Card transaction. If the payment of a Card transaction would overdraw the Account, we have the option to charge all or a portion of the transaction amount against any other deposit accounts you maintain with us. You agree that we may pay Card transactions in any order we choose including paying Card transactions prior to checks and other items drawn on the Account. We also have the right to place immediate holds on funds in the Account in order to pay for Card transactions, which we have authorized and are subsequently presented to us for payment. If you gain access with the use of a Card to an account, which is not properly available to you, we can charge or credit the transaction to the Account or any of your existing business checking accounts.

DOCUMENTATION. Depending on the terminal, you will receive or you may choose to receive a receipt at the time you make a transaction using an ATM or Point-of-Sale (POS) terminal. However, you may not receive a transaction receipt if the amount of the transaction is \$15 or less. You should retain copies of all records, including receipts, credit slips (for returned merchandise) and cancellation numbers (for cancelled transactions). You should also mark each transaction in your Account record/register. You should review your periodic statement for accuracy and compare your Account record against your periodic statement to reconcile balances. You will be sent a monthly Account statement which will include the transactions made using your Card.

ADVISORY AGAINST ILLEGAL USE. You agree not to use your Card for illegal gambling or other illegal purpose. Display of a payment card logo by an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which you may be located. We reserve the right to decline all online (Internet) gambling transactions.

REPRESENTATIONS AND WARRANTIES. You represent and warrant to us as follows:

- a) All financial and other information which you provide to us from time to time is, and will continue to be, true and accurate. You will inform us promptly in writing of any material changes in this information or your financial condition.
- b) Cards and PINs issued to Authorized Users will only be used to purchase goods and services and/or to obtain cash advances exclusively for business purposes and only in strict compliance with the terms and conditions of this Agreement.
- c) You will not become a party to any restructuring of your form of business or participate in any consolidation, merger, liquidation or dissolution without our prior written consent.
- d) You will notify us, in writing, of any intended change of your name, use of any trade name, and the effective date of such change.
- e) No action or proceeding is pending against you which might result in any material or adverse change in your business operations or financial condition. You have not violated, and will not in the future violate, any applicable federal, state, or other laws or regulations, which may materially and adversely affect your business operations or financial condition.

LIMITATIONS ON OUR LIABILITY. We will not be liable if:

- You do not have enough money in your Account to make the transfer;
- You have an overdraft line and the transfer would cause you to exceed your credit limit;
- An ATM does not have sufficient cash;
- A terminal or system is not working properly;
- Circumstances beyond our control (such as a fire or flood) prevent the transfer;
- A merchant refuses to accept your Card;
- An ATM rejects your Card.

There may be other limitations on our liability.

SETOFF; SECURITY AGREEMENT. We reserve our right of set-off against any obligation we owe you, such as the balance in the Account and any other deposit account you maintain with us. By signing the Application, you also granted to us a Uniform Commercial Code security interest in the Account and any other deposit account you maintain with us, currently or in the future,

to secure payment of all amounts owing at any time under this Agreement and any other indebtedness to us. You agree that we may set-off and enforce our security interest without prior notice to you.

DEFAULT. You will be in default if you fail to comply with any of the terms and conditions of this Agreement or if you are in default under any other loan, deposit or banking services agreement or arrangement which you have with us now or in the future. You will also be in default if any of the following events occur:

- a) You permit the Account to be overdrawn or you exceed the credit limit of any associated overdraft line of credit.
- b) You fail to make any payment under any indebtedness to us, or any of our affiliates when due.
- c) You provide or cause to be provided to us any false or misleading signatures or representations.
- d) You die, become legally incompetent, you cease to operate your business, become insolvent, make an assignment for the benefit of creditors, fail to pay any debts as they become due, a receiver or other custodian is appointed or takes possession of any of your property, or you become the subject of any bankruptcy, insolvency or debtor rehabilitation proceeding.
- e) We learn from a credit reporting agency or other source that your financial condition has deteriorated significantly or your debt or available unused credit lines from other lenders, in our opinion, has become excessive.
- f) We have reasonable cause to believe that you will not be able to repay us, for any reason, any amounts you owe us under this Agreement, the Account Agreement or any other agreement between you and us.

Upon the occurrence of any event of default, we will be entitled to terminate your rights under this Agreement without notice to you and recover possession of all Cards, which have been issued to you. We also have the right to deny all Card or other transactions relating to the Account and we may immediately charge the Account for accumulated Card transactions. We also will have the right to terminate, freeze and enforce our security interest against the Account and any other deposit account you maintain with us, and we may refuse to authorize any further Card transactions and return unpaid any checks

or other items drawn on the Account or any other business checking account you maintain with us which may have been presented to us for payment. Our failure to take action or exercise any remedy on one occasion will not amount to a waiver of future remedial rights on any other occasion.

LOST OR STOLEN CARDS AND PINs. Tell us AT ONCE if you believe that a Card and/or its associated PIN has been lost or stolen. Telephoning us is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit if you have one). If your Card and/or PIN is lost, stolen, or used without your permission, you agree to notify us immediately and to promptly confirm such notice in writing. Your liability for transactions with your Card and/or PIN will continue until two business days after the day we receive such notice. If you do not notify us within 60 days from when the periodic statement containing the unauthorized transaction was first mailed or made available to you, we will be entitled to treat the information in the statement as correct, and you will be precluded from asserting otherwise.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS OR IN THE EVENT OF UNAUTHORIZED TRANSFER. In case of errors or questions about your electronic services transactions or if you believe your Card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call us toll-free at 877-231-2265 Monday through Friday and 800-554-8969 during non-banking hours. Send the written notice to: Pacific Continental Bank, PO Box 10727 Eugene OR 97440-2727. Contact us as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction noted on your statement or receipt. We must hear from you no later than 60 days after we send the first statement or other documentation in which the problem or error appeared. Tell us your name and account number; describe the error or the transaction you are questioning and explain as clearly as you can why you believe it is an error or why you need more information and tell us the dollar amount of the suspected error. When you notify us, we will cancel the Card and associated PIN and issue a replacement Card to the Authorized User if requested. We will not be liable for any consequential or incidental damages resulting from the unauthorized use of your Card.

ERROR RESOLUTION. You agree to examine your receipts and

periodic Account statement using ordinary care and to report any discrepancies or errors to us within a reasonable time. If you do not tell us within 60 days after the statement was mailed or made available to you, we will be entitled to treat such information as correct. We will only credit your account for errors or problems as required by law. If you provide us with timely notice of an error or problem in your periodic statement we will investigate the matter and notify you of the results as soon as reasonably possible under the circumstances and in accordance with the prevailing operating rules of Visa. You may ask for copies of the documents that we used in our investigation.

VISA® BUSINESS CHECK CARD ZERO LIABILITY AND PROVISIONAL CREDIT POLICY. Visa's Zero Liability Policy provides you with protection against unauthorized Visa Business check card transactions processed through the Visa network, including Internet and telephone purchases. If you suspect that your Visa Business check card or card number has been lost or stolen, you may not be responsible for any unauthorized purchases if you report the theft promptly. Upon notification from you of unauthorized Visa transactions, Pacific Continental Bank will limit your liability for those transactions to zero. Pacific Continental Bank requires such notification to be received within 60 calendar days of the mailing date of the first statement showing any unauthorized Visa transactions. In evaluating your claim, Pacific Continental Bank will consider whether gross negligence on your part has contributed to the transactions in question. Pacific Continental Bank may increase this limit if, based on substantial evidence, it is reasonably determined that you were grossly negligent or fraudulent in the handling of the Card or Account. Pacific Continental Bank will provide you with provisional credit for unauthorized Visa transactions within five business days from receipt of notification. Additionally, Pacific Continental Bank may require written confirmation of the unauthorized Visa transactions before providing provisional credit. If Pacific Continental Bank asks for and does not receive such written confirmation by the time we would otherwise provide you with provisional credit, we may not credit your Account. "Unauthorized use" means the use of your Card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. It does not include transactions by a business co-owner, a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact business on

the Account; and transactions by a cardholder that exceeds the authority given by the Visa Business check card Account owner. The Zero Liability provisions do not apply to PIN-based transactions or transactions not processed by Visa.

FOREIGN/INTERNATIONAL TRANSACTIONS. When you use your Card for a transaction denominated in a currency other than U.S. dollars, the transaction amount will be converted into U.S. dollars by applying an exchange rate selected by Visa from among the range of rates available in wholesale currency markets or the government-mandated rate on the date the transaction is processed. The rate chosen may vary from the rate Visa receives plus any adjustment that we determine. Additional fees may apply, such as International Service Fees, for foreign and international transactions.

DAMAGES, ATTORNEYS' FEES, COSTS AND INTEREST. You will be liable for any loss or damages resulting from your breach of this Agreement or to which your negligence contributed. You will also be liable for any loss or damages resulting from unauthorized, fraudulent, or dishonest acts by any current or former Authorized User or any of your current or former officers, employees, agents or representatives. In the event we take any legal action under this Agreement in addition to or instead of arbitration proceedings to collect overdrafts on the Account or any other amounts you owe us, or because you break any other promise under this Agreement, or if we become involved in any other litigation or proceeding initiated by a third-party, you agree to reimburse us for any costs and expenses we incur, including, but not limited to, our reasonable attorneys' fees, together with interest at the maximum interest rate allowed by law, and you further agree that we may charge those amounts against the Account without prior notice to you.

FORCE MAJEURE. We will not be liable for our inability to perform our obligations under this Agreement when such inability arises out of causes beyond our control, including, without limitation, any act of God, accident, equipment failure, system failure, labor dispute, or the failure of any third party to provide any electronic or telecommunications service used in connection with the acceptance and processing of Card transactions.

NO WAIVER. If we delay enforcing any of our rights under this Agreement, we will not lose those rights.

TERMINATION. You may terminate this Agreement at any time by providing us with written notice and returning the Cards which have been issued in connection with the Account. Termination of service will be effective the first business day following receipt of your written notice and the return of all Cards, which have been issued to you. We have the right to terminate this Agreement or cancel any of the Cards at any time without notice. In the event this Agreement is terminated for any reason, you must still pay any present or future transactions resulting from the use of any Card or PIN. Termination of this Agreement will not affect the rights and responsibilities of parties under this agreement for transactions initiated before termination. At all times, the Cards will remain our property and must immediately be surrendered to us at such time as this Agreement is terminated, the Account is closed, or any Card is canceled.

BUSINESS DAYS. Our business days are Monday through Friday, excluding holidays.

ASSIGNMENT; SUCCESSORS. You may not assign to any one your rights under this Agreement. This Agreement shall be binding upon your successors, administrators, and personal representatives.

GOVERNING LAW/CHOICE OF VENUE. This Agreement is governed by the laws of the state in which we are located and where you opened your account as well as federal laws and regulations.



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