



VISA Cardholder Agreement Terms and Conditions and Truth in Lending Disclosure

This Credit Card Agreement governs the Mountain Pacific Bank VISA Platinum Card. In this agreement, the words “you” and “your” mean any person (if more than one, individually and jointly) who is responsible for your account. “The Account” means the VISA Card as the case may be. “We,” “us” and “our” refer to the bank, and “Card” refers to the VISA card(s) we issue to you. “Account” refers to your VISA Account with us.

1. Use of Your Account. We have sent or will send you the Card you requested. You agree to sign the Card promptly upon receipt. By signing or using the Card or your Account, you agree to be bound by all of the terms of this Agreement. You may use the Card to lease or purchase goods (Purchases) and to obtain services on credit from any person who accepts the Card and to obtain loans from us (Cash Advances) or from anyone who will accept the Card. You may also transfer balances from other credit card accounts to your Account (Balance Transfers). We do not promise that everyone will honor the Card, and we have no obligation to you if anyone refuses to accept the Card. We will not be liable if any merchant, bank or other person does not honor your Card, or fails to provide any service made available to you by us. From time to time you may be required to furnish identification when your Card is presented for use.

2. Obtaining Credit Without a Card. If you or someone you authorize to use your Account signs a sales slip, obtains a Cash Advance, or gives your Account number to make a Purchase or obtain a Cash Advance without presenting the Card (such as for a mail order or a telephone purchase), the legal effect will be the same as if the Card itself was used by you.

3. Credits for Refunds. If you obtain a refund, adjustment or credit for a Purchase made with the Card, you will receive a credit to your Account, not cash.

4. Return of Cards. We have the right to repossess at any time the Card that we give you. You agree to surrender it at our request.

5. Obligations on Your Account. You authorize us to pay and charge your Account for all Balance Transfers, Purchases and Cash Advances resulting from the use of the Card or your Account. You agree to pay us for all of these Balance Transfers, Purchases and Cash Advances. You also agree to pay us the finance charges that are assessed on your

account, and any other amounts that you owe us according to the terms of this Agreement. Each person who signed the application to open an Account with us or otherwise agrees is obligated to pay the full amount owed on it. We may require that you pay the full amount without our first asking the other person(s) to pay.

We are not obligated to authorize a transaction using your Card or your Account if (1) your credit line has been exceeded or would be exceeded by the transaction; (2) you have failed to pay amounts owed to us when due or have failed to follow any of the terms of this Agreement; (3) you have notified us or we have determined that the Card has or may have been lost or stolen or that there may be unauthorized access to your Account; or (4) you are in default or your rights under this Agreement have expired or been revoked.

6. Your Credit Line. Your credit line is shown on the folder containing your Card and/or on each monthly periodic statement. You agree not to make any Balance Transfers, Purchases or obtain any Cash Advances that would make the unpaid balance of your Account exceed this limit. If you do, we may demand that you pay the excess and you agree to pay it immediately. You also agree that we may change or cancel your credit line at any time without prior notice and without affecting your obligation to pay amounts that you owe under this Agreement. Any such change or cancellation may result from our periodic review of the performance on your Account and/or consumer credit reports we may obtain from consumer reporting agencies.

7. Periodic Statement. All accounts will receive monthly statements except those noted below. Accounts with a zero balance and no activity will not receive a statement. An account with a credit balance over \$1.00 will receive 6 statements reflecting this balance. An account with a balance (positive or negative, excluding unpaid finance charges) of less than \$1.00 will receive one statement reflecting this balance. You agree to notify us if you do not receive any particular statement.

8. Payments on Your Account. All payments must be made by check or money order payable in US dollars and delivered or mailed to us at the address indicated on your periodic statement. Any such payment may be returned without applying it to your Account for

reasons including that it is postdated, incomplete, the numeric amount is different than the written amount or it is not made payable as indicated on your periodic statement. We may, but are not obligated to, accept any payment that is not drawn on the US Post Office or a financial institution located in the United States. We can accept late or partial payments and payments that are marked with restrictive endorsements such as "payment in full," without losing any of our rights.

9. Minimum Monthly Payment. Each month, you may pay all or any part of your balance, except you must pay us at least your minimum payment by the due date of the payment. Your monthly payment is three percent (3%) of the outstanding balance of your Account with a minimum payment of \$25.00 plus, at our option, any amount you owe in excess of your credit line, plus any amounts past due.

10. Application of Payments. The amount of any payment on your Account will be applied in the following order: Cash Advance Finance Charges, Retail Purchases Finance Charges, Cash Advance Fees Billed, Retail Purchase Fees Billed, Cash Advance Minimum Payment Due, Retail Purchase Minimum Payment Due, Cash Advance Previous Balance, Retail Purchases Previous Balance, New Cash Advance Activity, New Retail Purchase Activity, Cash Advance Unbilled Fees and Retail Purchases Unbilled Fees.

11. Credit Balances and Overpayments. If we accept a payment for an amount in excess of your outstanding balance, your available credit line will not be increased by the amount of such overpayment nor shall we be required to authorize transactions for an amount in excess of your assigned credit line. If there is a credit balance on your Account or you make an overpayment which creates a credit balance, we will apply it to future amounts owed.

12. Finance Charges. Finance charges on your Account will be determined by applying a periodic rate to an average daily balance and assessing transaction fees. The circumstances under which these will be assessed and an explanation of how they are determined are described below.

Finance Charges Determined by Periodic Rate. To compute this portion of the finance charge, an average daily balance is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. The average daily balance is then multiplied by its monthly periodic rate. The results of these calculations are then added together to determine this portion of the finance charge.

Average Daily Balance. The average daily balance is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle.

Annual Percentage Rates. The Annual Percentage Rate is fixed at 12% on purchases and 15% on Cash Advances

Finance Charges Accrual and Grace Period. To avoid incurring an additional Finance Charge on the balance of Credit Purchases and on any new Credit Purchases appearing on your next statement, you must pay the New Balance shown on the statement on or before the Payment Due Date. The Finance Charge for a billing cycle are computed by applying the monthly Periodic Rate to the average daily balance of Credit Purchases which is determined by dividing the sum of the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the Previous Balance of Credit Purchases any new Credit Purchases posted to your account and subtracting any payments as received and credits as posted

to your account, but excluding any unpaid Finance Charges. Subject to the above, the grace period for the New Balance of Credit Purchases extends to the Payment Due Date. To avoid incurring an additional Finance Charge on the balance of Cash Advances you must pay the New Balance shown on the statement on or before the Payment Due Date. The Finance Charges for a billing cycle are computed by applying the monthly Periodic Rate to the average daily balance of Cash Advances, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Cash Advances is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Cash Advances is determined by adding to the Previous Balance of Cash Advances, any new Cash Advances as of the transaction date or the date or the first day of the billing cycle in which is posted, whichever is later, and subtracting any payments as received and credit as posted to your account, but excluding any unpaid Finance Charges. Subject to the above, no grace period is provided on Cash Advances.

13. Other Charges.

Late Payment Charges. For any minimum monthly periodic payment which is not paid within 10 days after the closing date subsequent to the payment due date as shown on your periodic statement, you may be charged and you agree to pay us, late payment charge is \$20.00

Cash Advance Fee: For each Cash Advance we assess a Cash Advance fee of 3%, with a minimum charge of \$10.00 and a maximum charge of \$50.00.

On Business Accounts a \$20 over limit fee may be assessed if the balance is 5% above extended credit.

Collection Costs and Attorneys' Fees. As permitted by applicable law, you agree to pay all court and other reasonable costs of collection actually incurred by us in the collection of any amounts you owe us under this Agreement in the event we refer your Account after it is in default to an attorney who is not our salaried employee to collect such amounts. In no event shall the costs charged exceed any legal limitations.

14. Default. Your Account will be in default and we can require that the outstanding balance be paid (a right of acceleration), if (1) you exceed the credit limit in effect on your Account; (2) you fail to pay any amount owed under this Agreement when due; or (3) your ability to pay us is materially impaired (including, but not limited to, bankruptcy or insolvency proceedings that are initiated by or against you). We do not have to notify you or demand payment in order to take this action, unless applicable law requires that we give you a notice of a right to cure your default. Your Account will not be accelerated in the event of default if not permitted by state law.

15. Cancellation. We can at any time without prior notice cancel your privileges under this Agreement (and we can list your Card in warning bulletins). We Will notify you of a cancellation. You agree that you will not try to make any Purchase or Balance Transfer or obtain any Cash Advance after you have been notified that your privilege to use the Card has been canceled. You may cancel your Account at any time by notifying us and cutting all Cards issued on your Account in half. You will remain liable

for any charges made to your Account (by you, a joint Account cardholder, or anyone to whom you have lent, given, or had issued a Card on your Account) prior to your cutting all Cards in half and notifying us of the cancellation. For any cancellation of your Account, we can require that you return to us all Cards issued on your Account.

16. Demand of Payment

If you are an insider, pursuant to Federal law, and notwithstanding any other provision of the Note or Credit Agreement, this extension of credit will become due and payable at the option of the Lender at any time Borrower becomes indebted to any and all other banks in an aggregate amount greater than the amount the borrower would be permitted to borrow under the provisions in the federal statutes governing loans to insiders.

17. No Security Interest. If you now or in the future have other loans from us, collateral securing those other loans will also secure your obligations under this Agreement except for your household goods and your primary dwelling, and except as otherwise prohibited by law.

18. Credit Reporting. You agree that a consumer credit report may be requested periodically from one or more consumer reporting agencies and used in connection with your application and any update, renewal or extension of credit on your Account. If you request, you will be informed whether any consumer report was requested and, if so, of the name and address of the consumer reporting agency that furnished the report. You agree that we may exchange credit information about you with others in connection with your application, your Account, and any credit we extend to you.

19. Foreign Currency Transactions. All payments by you will be made in US dollars. Charges incurred in currencies other than US dollars will be converted to US dollars at the rate in effect at the time such charges are converted by us or our agent or other authorized party making such conversion.

20. Amendments to this Agreement. We can amend any of the terms of this Agreement at any time, and we can set the effective date for any such amendment. We will provide you with at least 30 days written notice to the address provided by you for the mailing of your monthly statements. The new terms will affect all outstanding balances to the extent allowed by law.

21. When this Agreement becomes Effective. This agreement becomes effective upon our approval of your account.

22. Delayed Enforcement; Severability. We may delay enforcing our rights under this Agreement without losing any of them. The invalidity of any provisions of this Agreement shall not affect the validity of any other provision.

23. Applicable Law. The laws of the United States and the State of Washington apply to this Agreement and to your use of the Card and your Account.

24. Inquiries or questions. You may address any billing errors, inquiries or questions which you have about your Account to:

Customer Service

PO Box 30310

Tampa Florida 33630

or you may call us at 425-263-3500. If you telephone instead of writing, you may lose certain rights the law gives you to dispute billing errors.

25. Liability for Unauthorized Use. You may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify Mountain Pacific Bank by writing to us at the above address or calling us at the above number, and notifying us of the loss, theft, or possible unauthorized use of your Card. In any case, your liability for unauthorized use will not exceed \$50.00. You agree that anyone who is issued a Card for your Account (or anyone to whom you lend or give your Card) is authorized to make charges to your Account

to the same extent as you and that such authority cannot be limited by you. Such authority will continue until you revoke it by notifying us, obtaining the Card in your physical possession, and if it is a Card issued to an authorized user, by also cutting it in half and canceling the card in writing.

Annual Membership Fees. Your account is a VISA Platinum, the annual membership fee is \$20. This fee may be waived if you have a qualifying banking package of services with Mountain Pacific Bank. This may also be waived if annual purchases exceed \$500 or when card is used for purchases at least 12 times during the year.

Replacement Card. You may notify us in the event you request a replacement Card.

26. Disclaimer of Liability. We offer the Card, the Account and related services in our own interests and disclaim any duty or responsibility other than those expressly set forth in this Agreement.

Notices. All notices required to be given by us in connection with your Account shall be deemed to have been delivered on the day when they are deposited in the U.S. Mail.

27. VISA Rules and Regulations; Conflicts. Cardholder and Issuer agree to abide by all applicable rules and regulations of VISA USA Inc (VISA) as applicable as well as all applicable laws and changes to them. If there is any conflict between the provisions of this Agreement and the rules and obligations of VISA, the rules and regulations of VISA shall control. In order to continue to provide these services, Visa cards may not be used for any illegal transactions.