

## Summary of Credit Terms - Union Bank Secured Visa Card

| Interest Rates and Interest Charges                                                                                                           |                                                                                                                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Annual Percentage Rate (APR) for Purchases                                                                                                    | <b>18.99%</b><br>This APR will vary with the market based on the Prime Rate.                                                                                                                                                                                                                  |
| APR for Balance Transfers                                                                                                                     | <b>18.99%</b><br>This APR will vary with the market based on the Prime Rate.                                                                                                                                                                                                                  |
| APR for Cash Advances                                                                                                                         | <b>25.25%.</b><br>This APR will vary with the market based on the Prime Rate.                                                                                                                                                                                                                 |
| Penalty APR                                                                                                                                   | <b>None</b>                                                                                                                                                                                                                                                                                   |
| Paying Interest                                                                                                                               | Your due date is at least 21 calendar days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date. |
| Minimum Interest Charge                                                                                                                       | If you are charged interest, the charge will be no less than \$1.75.                                                                                                                                                                                                                          |
| For Credit Card Tips from the Consumer Financial Protection Bureau                                                                            | To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .                                          |
| Fees                                                                                                                                          |                                                                                                                                                                                                                                                                                               |
| Annual Fee                                                                                                                                    | <b>\$25</b>                                                                                                                                                                                                                                                                                   |
| <b>Transaction Fees</b> <ul style="list-style-type: none"> <li>Balance Transfer</li> <li>Cash Advance</li> <li>Foreign Transaction</li> </ul> | Either <b>\$10</b> or <b>5%</b> of the amount of each balance transfer, whichever is greater.<br>Either <b>\$15</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.<br><b>3%</b> of each transaction in U.S. dollars.                                                  |
| <b>Penalty Fees</b> <ul style="list-style-type: none"> <li>Late Payment</li> <li>Over-the-Credit Limit</li> <li>Returned Payment</li> </ul>   | Up to <b>\$37</b> .<br><b>None</b><br>Up to <b>\$35</b> .                                                                                                                                                                                                                                     |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)."

The information about the costs of the card described in this application is accurate as of 03/16/2020. This information may have changed after that date. To find out what may have changed, please call us at 877-505-6789.

**SEE BACK OF PAGE for more important information about your account.**

## ADDITIONAL TERMS & CONDITIONS

If an account is opened, you will receive a Cardmember Agreement ("Agreement") with your card(s). You agree to the terms of this Agreement by: using the account or any card, authorizing their use, or making any payment on the account. We have the right to change the account terms (including the APRs) in accordance with your Agreement. We reserve the right to change the benefit features associated with your card at any time. Complete terms and conditions will be provided to you when you become an approved cardmember. Cards are issued and serviced by Union Bank® Card Services, a division of MUFG Union Bank, N.A.

## IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person and/or entity that opens an account; and What this means to you: When you open an account, we will ask for your name, address, date of birth (for individuals) and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

## CREDIT REPORT AUTHORIZATION

By submitting an application for credit, you authorize us to obtain credit bureau reports that we will use when considering your application for credit. You also authorize us to obtain credit bureau reports and any other information about you in connection with the extensions of credit on your account and the administration, review or collection of your account. If you ask, we will tell you the name and address of the credit bureau from which we obtained a report about you. You also authorize us to verify your employment, income and other relevant information.

## COMMUNICATION AUTHORIZATION

By providing us with your residential phone number or cell phone number, you agree that we (including companies working on our behalf) have your permission to contact you at the number provided about any of your Union Bank accounts, and that we may use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account servicing calls, as well as for collection purposes. Message and data rates may apply. You also agree that by providing your email address, we have your permission to contact you through your email address to notify you of progress on your application, provide important account information, to let you know about other products and services.

## ARBITRATION NOTICE

If you are issued a credit card, your Agreement will contain a binding arbitration provision. In the event of any dispute relating to your account, the dispute will be resolved by binding arbitration pursuant to the rules of the American Arbitration Association or JAMS/Endispute. Both you and we agree to waive the right to go to court or to have the dispute heard by a jury (except as to any collection activities on your account). You and we will be waiving any right to a jury trial and you also would not have the right to participate as a part of a class of claimants relating to any dispute with us. Other rights available to you in court may also be unavailable in arbitration. When you receive your Agreement, you should read the Resolution of Claims by Arbitration provision in your Agreement carefully and not accept or use the Card unless you agree to be bound by the arbitration provision.

## BALANCE TRANSFERS

If you are issued a credit card, you authorize us to make one or more of the balance transfers that you have requested from credit card accounts or other types of accounts with other financial institutions. Balance Transfers cannot be used to pay off or pay down any Union Bank credit card, either opened in your name or any other person. All balance transfer requests are subject to our approval; we are not liable if we do not make a requested balance transfer. We reserve the right to make balance transfers in the order we select and to limit the amount of the balance transfers that we make (this amount may be less than your total credit limit). If you request an amount that we do not approve, we may process a partial transfer for less than you requested or we may decline the entire request. In addition, transfer requests that are incomplete, illegible or requested to cash, to yourself or to another account with us or one of our affiliates may not be processed. You should not transfer any amount that is in dispute in order to preserve your dispute rights. When you transfer a balance from another account, we 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. You are responsible for verifying that the other financial institution applies the balance transfer payment in accordance with your other account's terms. You should continue to monitor the other accounts that you request a transfer balance to and you should continue to pay the minimum payments due on those accounts until you receive statements from those creditors showing that the balances due them have been paid in full. This might not happen until after the balance transfer appears on your billing statement from us. You are liable for any late payments, finance charges or disputed amounts on your other accounts. We do not send instructions to the other financial institution to close your other account. If you want the other account to be closed, you must do that yourself. Balance transfers are subject to applicable fees and finance charges and do not have the benefit of a grace period. **If you take advantage of a balance transfer offer and continue to use the credit card to make purchases, you will lose the interest-free grace period on the new purchases unless you pay the entire statement balance, including the amount subject to the promotional APR, by the payment due date.**

## SECURITY INTEREST IN THE COLLATERAL ACCOUNT

As a condition to opening and maintaining a credit card account, you will be required to open and maintain a deposit account with us to hold the funds you have provided as collateral (the "Collateral Account"). The balance in the Collateral Account must at all times equal at least the amount of the credit line on your credit card account. At the time the Collateral Account is opened, we will provide you with the terms and conditions governing the Collateral Account and all related disclosures (the "Collateral Account Agreement"). In the event of a conflict between the terms and conditions in this section and those of the Collateral Account Agreement, these terms and conditions will apply with respect to the Collateral Account. You grant us a security interest in

the Collateral Account and in all additions to and proceeds of the Collateral Account. Our interest in the Collateral Account secures your promise to pay for all transactions on the credit card account and any interest, fees and other amounts that you owe us under the credit card account. You agree that, until all amounts owed under the credit card account have been fully paid and the account has been closed (a) you may not withdraw any funds from the Collateral Account, (b) you may not create or permit any other lien or security interest in the Collateral Account or transfer any other interest in the Collateral Account for any reason, (c) any attempt to give a security interest or transfer any other interest in the Collateral Account will be ineffective and void, and (d) you may not close the Collateral Account.

We may, in our discretion, close the Collateral Account at any time. Before closing your Collateral Account, we will give you any notice required by law or the Collateral Account Agreement. If any person other than us seeks to assert an interest in the Collateral Account, we may deem the account balance immediately payable and apply the funds in the Collateral Account to your outstanding account balance. We may use the funds in the Collateral Account to pay any balances on your credit card account. You agree that if the credit card account issued to you by us is closed for any reason, we may apply the funds in this Collateral Account to pay off any balance on the credit card account. If the credit card account is closed for any reason, whether by you or us, we may hold funds in this Collateral Account for a minimum holding period of sixty days after the credit card account balance is paid in full and the credit card account is closed in order to cover any transactions, fees or charges that may be posted to the credit card account after it is closed. If any funds remain in the Collateral Account after the credit card account balance is paid, we will send the remaining funds to you in the manner provided by the Collateral Account Agreement. If the Collateral Account is closed or funds are withdrawn prior to any stated maturity date, we may assess an early withdrawal penalty as described in the Collateral Account Agreement. Please refer to your Collateral Account Agreement for complete details regarding penalties for early withdrawals.

The foregoing security interest in the Collateral Account is in addition to, and does not impair or affect, any waiver of any set off or other rights that we have or may have, now or hereafter, with respect to the Collateral Account.

## OVERDRAFT PROTECTION LINKED TO A UNION BANK CREDIT CARD

By enrolling in Overdraft Protection Linked to a Union Bank Credit Card, you authorize the Bank to make advances on your Union Bank Credit Card (subject to your available credit) in order to cover transactions (including transfers between checking, money market, and savings accounts) presented for payment against insufficient funds. We will not authorize transactions requiring real-time authorization (such as ATM withdrawals, ATM or Debit Card purchases, and cash withdrawals in a Union Bank branch) using this service. If you attempt a transaction requiring real-time authorization and there are insufficient available funds in the linked checking account, the transaction will be declined. Activation of the Overdraft Protection service may take up to 5 business days following the approval of a new credit card account; for customers with an existing open credit card account, it may take up to 5 business days from the initial request to enroll in the Overdraft Protection service.

Each business day that we determine that your linked checking account is overdrawn by any amount, you authorize us to make an Overdraft Advance equal to a) \$50, or b) the next highest multiple of \$50 that will equal or exceed the linked checking account overdraft, as determined by us. For example, if we determine that your linked checking account is overdrawn by \$125, you understand and agree that we may automatically make an Overdraft Advance of \$150 from your Union Bank Credit Card for deposit to your linked checking account. We will make advances only once each business day.

Advances will only be processed if at least one transaction can be covered by the advanced amount. Any negative balance from a previous business day will not trigger an advance unless another eligible transaction is presented for payment and there is sufficient available credit on the credit card account to cover at least that additional transaction. If you do not have sufficient available credit on your credit card account to cover all transactions, your linked checking account may be subject to fees for any uncovered transactions. The total advance amount will appear on the linked checking account statement each day an advance is made. Only one checking account may be linked to one credit card account, and both accounts must have a common owner. If your linked checking account is changed to a closed status for any reason, Union Bank may terminate the Overdraft Protection Linked to a Union Bank Credit Card service without notice.

Overdraft Advances and the **\$10** daily Overdraft Advance Fee will be added to your Overdraft Advance Balance Category on your credit card monthly statement and be charged the Overdraft Advance Annual Percentage Rate. Your APR will be **18.99%**. This APR will vary with the market based on the Prime Rate. No grace period will apply when calculating finance charges for Overdraft Advances. If your linked credit card account is changed to a closed status for any reason, Union Bank may terminate the Overdraft Protection Linked to a Union Bank Credit Card service without notice. You may cancel this service at any time.

Some accounts may not be eligible for Overdraft Protection Linked to a Union Bank Credit Card. For more information, see the Union Bank *Personal Accounts & Services Disclosure and Agreement*.

## OTHER DISCLOSURES

**CALIFORNIA RESIDENTS:** A married applicant may apply for a separate account. Additionally, we may obtain information at any time from the California Department of Motor Vehicles. You agree to waive the address confidentiality requirements section of the California Vehicle Code (Section 1808.21).

**NEW YORK RESIDENTS** may contact the New York State Department of Financial Services by telephone at 1-800-342-3736 or visit its website at [www.dfs.ny.gov](http://www.dfs.ny.gov) for free information on comparative credit card rates, fees and grace periods.

**OHIO RESIDENTS:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**WASHINGTON STATE RESIDENTS:** Washington state law prohibits discrimination in credit transactions because of race, creed, color, national origin, sex, or marital status. The Washington State Human Rights Commission administers compliance with this law.

**NOTICE TO MARRIED WISCONSIN APPLICANTS:** No provision of any marital property agreement, unilateral statement or court decree adversely affects our interests and/or rights unless, prior to the time the credit is granted or an open-end credit plan is entered into, we are furnished with a copy of the agreement, statement, or decree, or have actual knowledge of the adverse provision. **Married Wisconsin residents applying for credit separately must furnish name and address of their spouse to Union Bank at P.O. Box 60398, Phoenix, AZ 85026.**

## 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).

Additionally, if any clause in your Agreement with us conflicts with the federal law protections afforded to members of the Armed Forces, including any provision related to mandatory arbitration, federal law will prevail.

If you would like to receive this Military Lending Act disclosure orally, please call 1-877-925-8666.

Cards are issued and serviced by Union Bank Card Services, a division of MUFG Union Bank, N.A.

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