



## VISA® Preferred Rewards Credit Card Contract & Initial Disclosure Statement

Please read this Visa Preferred Rewards Credit Card Contract and Initial Disclosure Statement ("Contract") carefully. This Contract contains the terms and conditions that govern the use of your Credit Account and Card. By accepting or using your Card or Account, you agree to be bound by the terms and conditions of this Contract. Furthermore, you agree that your use of a Card or use by any person actually or ostensibly authorized by you shall be bound by all the terms of this Contract, the Application completed in connection with the Card, any terms on the Card, and all amendments to this Contract.

### Definitions

In the Contract, the following definitions apply:

- **"APR"** means annual percentage rate.
- **"Bank", "we", "our" and "us"** refer to Montecito Bank & Trust, and we are the creditor on your Account.
- **"You" and "your"** refer to the person(s) whose name appears on the Application, uses the Card or Account, or otherwise agrees to be responsible for the Credit Account.
- **"Card"** means one or more credit cards, or other devices by which credit may be accessed, other than a check, issued on the Account. "Card" includes any tangible card with a number embossed on it; a card number; or a card number issued without a tangible card (sometimes called a "virtual card"). A personal identification number (PIN) without use of a card number is not a Card.
- **"Charges"** means all amounts charged to the Account, including, without limitation, purchases, cash advances, balance transfers, any other transaction in which you have evidenced an intention to make a purchase or obtain a cash advance or balance transfer, interest charges (if applicable), miscellaneous charges and fees, and any other monetary obligations associated with the Account.
- **"Credit Account" or "Account"** means the credit card account we open for you, which is used to record transaction activity resulting from or related to the Card or to record Charges.
- **"Credit Limit"** means the maximum amount of credit which may be outstanding at any time on the Credit Account. The Credit Limit will be determined by the Bank and is subject to change by the Bank from time to time. There may be sub-Credit Limits for cash advances, purchases, or other transactions.

### MILITARY LENDING ACT NOTICE AND CREDIT DISCLOSURE

For purposes of this section only, a "Covered Borrower" is defined as a consumer who, at the time the consumer becomes obligated on a consumer credit transaction or establishes an account for consumer credit, is a regular or reserve member of the U.S. Armed Forces (Army, Navy, Marine Corps, Air Force, or Coast Guard) on active duty under a call or order that does

not specify a duty period of 30 days or fewer; or on Active Guard and Reserve duty (generally for a period of 180 consecutive days or more) ("Active Duty") or a spouse or a dependent of such servicemember.

If any borrower is a Covered Borrower, the following paragraph applies to each such borrower:

**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).**

### General Terms and Conditions

1. **Availability:** Credit Accounts are only available to customers of Montecito Bank & Trust.
2. **Your Responsibility for the Account:** You have requested an Account(s) from us. You agree (jointly and severally if more than one) to be bound by the terms and conditions contained in this Contract. You are responsible for the balance on the Account and you agree to pay the balance under the terms of the Contract. The person named on the front of each Card must sign the back of the Card. You need to protect and control the Card use by not letting any other person use it. If you let another person use it, you agree to be responsible for any Charges they make. The Cards remain our property and you agree to return them upon our request or we have the right to have a merchant keep the Card and return it to us. If your Card is lost or stolen or you suspect unauthorized use of your Account, you agree to notify us immediately. Other provisions on unauthorized use of the Card appear below.
3. **Using the Account:** You may use the Card and your Account to make Charges as long as you do not charge or attempt to charge more than your available credit under your current Credit Limit or sub-Credit Limit. We can close or suspend the Account at any time and for any reason, or for no reason, subject to any notice required by law. We can also limit the number or amount of Charges you can make on the Account. You may select a PIN (Personal Identification Number) to use at ATMs to obtain Cash Advances. Cash Advances at ATMs are limited to \$1,010 per day, but may be subject to additional ATM-specific limitations. Over-the-Counter Cash Advances are limited to \$4,000 per day. Your total daily Cash Advance Limit is \$5,010, or up to the Cash Advance Limit on your account, whichever is less. You may not use your Account for illegal activity, including, but not limited to, internet gambling even where it may be legal, or to make payments to this Account or any other loan payments to us or our affiliates. Additionally, you may not conduct transactions in any country or territory, or with any individual or entity, that is subject to governmental economic sanctions. We may block any such transactions or transactions made for any other purpose that we reasonably deem to be unlawful or unduly risky, including, without limitation, use of the Card or Account for transactions related to cryptocurrencies. Notwithstanding the foregoing, you will remain fully obligated to pay any indebtedness incurred in contravention of the foregoing limitations.

4. **Your Credit Limit:** We will set a Credit Limit for your Account and may change it at any time without giving you prior notice. The Credit Limit will be printed on your Statements from time to time. You may not exceed your Credit Limit at any time. If your balance is ever more than your Credit Limit, you must pay the amount over your Credit Limit immediately, and we may suspend your Account. Your Cash Advance Limit and your Balance Transfer Limit will each be a certain percentage of your total Credit Limit, as we may determine from time to time.
5. **Monthly Billing Statements:** We will send you a statement approximately every month showing the Account activity, fees and interest (each, a "Statement"). It will also show your Minimum Payment and Payment Due Date. If you have any questions about your Statement, please write:

Card Services  
P.O. Box 182477  
Columbus, OH 43218-2477

Or call toll-free 1-855-256-9153.

6. **Payments:** Payments should be sent to the address on the payment coupon with your Statement. If you send a payment to any other address, there may be a delay in crediting it to your Account. We do not lose any of our rights to collect the full balance if we accept late payments, partial payments or checks or money orders marked "payment in full" or similar language. Do not send us postdated checks. If you do, we may deposit these checks when we receive them and will not be liable for any fees that may result. We will post payments as of the date we receive them, unless a later posting would result in no increased interest or other Charges, but we may delay replenishing your available credit for up to three (3) business days. We may convert and present your check payment or a payment returned unpaid from your bank, electronically. If this occurs, your check will not be sent to your bank but you may be able to request a copy from your bank.
7. **Minimum Payment and Monthly Payment:** You may pay your entire balance at any time, without penalty. You must pay at least the Minimum Payment each month by the payment due date. The Payment Due Date will be at least twenty-three (23) days after the Closing Date. The Closing Date is the last day of the billing cycle.

Minimum Payment / Monthly Payment: If your balance is less than \$25, the Minimum Payment is the balance. If your balance is greater than \$25, your Minimum Payment is 2% of the balance or \$25, whichever is greater. In addition, the Minimum Payment will include the sum of any past due Monthly Payments plus the current monthly Payment plus any amount over your Credit Limit.

If you do not pay your Minimum Payment due by the Payment Due Date plus any days of grace provided for by this Contract, you will be billed a Late Fee. A separate Late Fee may be charged for each late payment, subject to applicable law.

8. **Applying your Payments:** In general, your payments will be applied in the following order: unpaid interest; unpaid fees and other Charges; and then principal balance. Payments received in excess of the Minimum Payment due will be applied to the highest annual percentage-rate balance before being applied to other balances. When no balance has a higher rate than any other we may apply the amount in excess of the Minimum Payment due to any balance or balances in our reasonable discretion. Making payments over your

Minimum Payment Due does not pre-pay your future Minimum Payments (meaning a payment will be due every month in which there is a balance).

9. **Payment Methods:** All payments must be made in U.S. dollars and drawn on a financial institution located in the United States. Do not send cash through the mail.
10. **Variable Rate:** All interest rates applicable to the Account (with the exception of introductory and promotional rates) are variable but no APR will exceed the maximum rate permitted by applicable law. The APR for each billing cycle will be equal to an index rate ("Index") plus a percentage we select ("Margin"). The Margin is **10.49%, 15.49%, or 20.49%** for Purchases and Balance transfers and **20.49%** for Cash Advances. The Index is the U.S. Prime Rate published in The Wall Street Journal on the last business day of the month ("Prime Rate"). If the Prime Rate changes on or prior to the 10<sup>th</sup> of the month, the new rates will go into effect 2 months later on the 19<sup>th</sup> day of that month. If the Prime Rate changes after the 10<sup>th</sup> of the month, the new rates will go into effect 3 months later on the 19<sup>th</sup> day of that month. For example, if the Prime Rate changes on January 2<sup>nd</sup>, the new rates will go into effect on March 19<sup>th</sup>. If the Prime Rate changes on January 12<sup>th</sup>, the new rates will go into effect on April 19<sup>th</sup>. As a result, your variable APRs may increase with each monthly billing cycle. An increase in your APRs will result in a higher daily periodic rate, an increase in interest due, a possible increase in your minimum payment due, and an increase in the time required to pay off your Account balance. Any increase in variable rates will apply to new transactions and existing balances.
11. **When Interest is Charged:**

- A. **Purchases.** Interest will be charged on purchases as of the posting date if you did not pay the previous month's Statement balance in full by the Payment Due Date (which will be at least 23 days after the last day of the billing cycle disclosed in the Statement) There is no minimum interest assessed. We will charge interest on the Average Daily Balance (including new purchases). We calculate the interest charges on your purchases balance by multiplying the monthly periodic rate by the "average daily balance" of your Account. To get the "average daily balance" for purchases we take the beginning purchases balance of your Account each day, add any new purchases, and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance." The monthly periodic rate is the Annual Percentage Rate for Purchases divided by 12. The monthly periodic rate on your purchases is **1.58%, 2.00%, or 2.42%**. This corresponds to an annual percentage rate of **18.99%, 23.99%, or 28.99%**.
- B. **Cash Advances.** For cash advances, you cannot avoid paying interest (there is no "grace period"). We will charge interest on the Average Daily Balance (including new cash advances) beginning on the transaction date. We calculate the interest charge on your cash advances balance by multiplying the Monthly periodic rate by the "average daily balance" for cash advances of your Account. To get the "average daily balance" we take the beginning cash advance balance of your Account each day, add any new cash advances, and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance." Cash advances continue to accrue interest until payment of the total

cash advance balance is posted. Interest accrued since the prior month's Statement date will appear on the next month's Statement. The Monthly periodic rate is the Annual Percentage Rate for cash advances divided by 12. The monthly periodic rate on your cash advances is **2.42%**. This corresponds to an annual percentage rate of **28.99%**.

- C. Balance Transfers. For balance transfers, you cannot avoid paying interest. We will charge interest on the Average Daily Balance (including new balance transfers) beginning on the transaction date. We calculate the interest charge on your Account by multiplying the Monthly periodic rate by the "average daily balance" for balance transfers of your Account. To get the "average daily balance" we take the beginning balance-transfer balance of your Account each day, add any new balance transfers, and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance." Balance transfers continue to accrue interest until payment of the total balance transfer balance is posted. Interest accrued since the prior month's Statement date will appear on the next month's Statement. The Monthly periodic rate is the Annual Percentage Rate for balance transfers divided by 12. The monthly periodic rate on your balance transfer is **1.58%, 2.00%, or 2.42%**. This corresponds to an annual percentage rate of **18.99%, 23.99%, or 28.99%**

12. **Promotional or Introductory APR:** Your Card may provide for an Introductory APR on certain transactions for a specific number of months ("Introductory Period"). The Introductory Period begins on the date of Account opening. After any Introductory Period, your standard interest rates described in the "when Interest is Charged" section above will apply to existing and future balances.

From time to time and in our sole discretion we may offer a special rate applicable to certain transactions ("Promotional Rate"). Applicable terms and conditions will be disclosed at the time any such promotion is offered, and are incorporated into this Contract by reference. The Promotional Rate will apply only to the transactions and for the period of time set forth in any such offer from us. Existing balances and new purchases or advances not expressly subject to any such promotion will remain governed by the standard terms and conditions of this Contract. In addition, the terms and conditions of this Contract will govern your obligations regarding any unpaid balance or transactions that are made subject to any such promotional offer which are not fully paid within the time period set forth in such promotional offer.

13. **Account Fees:** You agree to pay us the following fees which will be billed to your Account as a purchase; however they will not accrue interest:

- A. Late Fee: You will be billed up to **\$15** if your payment is not received within 15 days after the payment due date, except that the fee will not exceed the dollar amount associated with the violation.
- B. Returned Payment Fee: You will be billed up to **\$25** if your payment is returned for any reason, except that the fee will not exceed the dollar amount associated with the violation.
- C. Cash Advance Fee: You will be billed a fee of **\$10 or 4%** of the amount of each Cash Advance, whichever is greater.

- D. Balance Transfer Fee: You will be billed a fee of **\$5 or 3%** of the amount of each Balance Transfer, whichever is greater.
  - E. Foreign Currency Fee: You will be charged a **3%** foreign currency fee for each Charge converted from a foreign currency to U.S. dollars.
  - F. Statement Copy Fee: You will be billed **\$10** for each Statement copy requested.
  - G. Retrieval Fee: You will be billed **\$5** for each document you request, other than a Statement copy.
  - H. Rush Card Fee: You will be billed **\$50** if you request a Card be sent by express courier.
14. **Lost or Stolen Cards**: If your Card is lost, stolen or being used without your permission, call us toll-free at 1-855-256-9153, 24 hours a day. You should also write to us at the address set forth on your Statements. Do not use the Card or Account after you have notified us. You will not be responsible for any unauthorized use after you notify us of the loss, theft or unauthorized use. For purposes of this Contract, "unauthorized use" means the use of your Card by a person who does not have actual, implied or apparent authority for such use, and from which you receive no benefit. Except as otherwise limited by law or this Contract (for example, see Sections 17 and 18 below), for transactions conducted using your Card that do not qualify as unauthorized use, you may be liable for the entire amount of the transactions.
- If Card is Refused: We are not responsible and have no liability if your Card or Account is not accepted for a Charge. Although you may have the credit available, we may be unable to authorize access to credit due to system difficulties or mistakes. If your Account is over the Credit Limit or past due, authorization for use will be declined. Notwithstanding the foregoing, you will remain fully obligated to pay any indebtedness incurred in excess of your Credit Limit.
15. **Cardholder Privacy**: Your telephone calls with our representatives may be recorded for quality control and other purposes. If we receive instructions by telephone from someone we believe to be you, we may, at our sole discretion, follow or refuse to follow the instructions. Our understanding of such instructions and our records shall be conclusive evidence of the actual instructions given.
16. **Consent to Contact You by Phone (Including Cellular Phone)**: If you provide us with your cellular phone number or contact us from your cellular phone, you are providing this phone number for us or any third party acting on our behalf to contact you at this number. You agree that we may use this phone number to contact you for any business purpose about your Account and you agree to the extent permitted by law to be responsible for any fees or charges you incur as a result of providing this information. You may request this number not be used by calling the number on the back of your Card.
17. **Your Billing Rights**: Keep this Document for Future Use. This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement: If you think there is an error on your Statement, write to us at:

Montecito Bank and Trust  
P.O. Box 183258  
Columbus, OH 43218-3258.

In your letter, give us the following information:

- Account information: Your name and Account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of the problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your Statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter: When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your Statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your Credit Limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a Statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases: If you are dissatisfied with the goods or services that you have purchased with your 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 purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: These limitations do not apply if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your Card for the purchase. Purchases made with Cash Advances from an ATM or with a check that accesses your Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Montecito Bank and Trust  
P.O. Box 183258  
Columbus, OH 43218-3258.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

18. **Visa Zero Liability for Unauthorized Card Transactions:** The following limitations may apply to your Account, except as otherwise provided by law: The zero liability limit described below only applies to Cards that are United States issued Visa Consumer Cards for transactions processed through a Visa network or, for ATM transactions, a Plus network. The zero liability limit described below does not apply to: (a) Visa commercial cards that are not Visa Business Cards; (b) transactions using your personal identification number that are not processed through a Visa network; and (c) ATM transactions which are not sent over Visa or Plus networks.

Tell us AT ONCE if you believe your Card has been lost or stolen or if you believe any unauthorized transactions have been made using your Card. Your liability for unauthorized Visa Card transactions that are processed through a Visa or Plus network, as applicable, will be zero dollars (\$0.00). However, to the extent allowed under applicable law (which often limits your liability to \$50), we may hold you liable for the entire amount of an unauthorized transaction if we reasonably determine, based on substantial evidence, that you have been negligent or fraudulent in the handling of your Account or Card.

To notify us of lost or stolen Cards, or of unauthorized transactions, call or write to us at the telephone number or address set forth in the "Lost or Stolen Cards" paragraph above. This will help prevent unauthorized access to your Account and minimize any inconvenience.

19. **Other Provisions on Liability for Unauthorized Transactions:** If the Visa zero-liability provisions above do not apply, your liability for any unauthorized use of the Cards will be



governed by this Section 19. In general you are liable for all use of the Cards. However, your liability for any unauthorized use is limited to \$50 or any lesser amount that is incurred before you notify us of the suspected or actual unauthorized use. You must notify us of any suspected loss, theft, misuse or other unauthorized use of any Card or Cards as soon as possible. Notify us at:

Montecito Bank and Trust  
P.O. Box 183258  
Columbus, OH 43218-3258.

Or by phone:

1-855-256-9153.

As used in this Section 19, "unauthorized use" means the use of a Card or the Account by a person, other than the named cardholder, who does not have actual, implied, or apparent authority for the use, and from which a cardholder receives no benefit.

20. **Dispute Resolution – Mediation and Judicial Reference:** Any claim, including any and all questions of law or fact relating to a Claim, shall, at the written request of any party, be exclusively determined by reference pursuant to California Code of Civil Procedures ("CCP") Section 638 et seq. and as set forth below.

The parties shall select a single neutral referee, who shall be a retired California state or federal court judge. The parties shall not seek to appoint a referee that may be disqualified pursuant to CCP Section 641 or 641.2 without the prior written consent of all parties. If the parties are unable to agree upon a referee within ten (10) calendar days after one party serves a written notice of intent for judicial reference upon the other party, then the referee will be selected by the court in accordance with CCP Section 640(b).

The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the CCP, California Rules of Court, and California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The decision of the referee shall be entered as a judgement in the court in accordance with the provisions of CCP Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner as such decision would be appealable if rendered by a judge of the superior court.

Nothing in this Contract shall preclude any party from seeking injunctive relief, but no equitable relief other than injunctive relief shall be sought from such court. The statute of limitations, estoppel, waiver, laches, and similar doctrines, which would otherwise be applicable in any action brought by a party, shall be applicable in any judicial reference proceeding.

In the event that any provision of this Contract relating to judicial reference is found to be illegal or unenforceable, the remainder of this Contract shall remain in full force and effect.

**Fees, Costs, and Expenses.** During the pendency of any Claim which is submitted to judicial reference in accordance with this Agreement, each of the Parties to such Claim shall promptly pay equal shares of the fees charged and costs incurred by the referee in performing the services described in this Agreement, unless the referee orders otherwise. The compensation of the referee shall not exceed the prevailing rates for like services.

MLA (servicemember) exclusion. Notwithstanding the foregoing, these judicial reference provisions shall not apply to any Account established for a "covered borrower" as that term is defined in the Military Lending Act, 10 U.S.C. 987 and its implementing regulations at 32 C.F.R. Part 232.

21. **Delay in Enforcement:** We can delay enforcing or fail to enforce any of our rights under this Contract without losing them.
22. **Credit Reports:** You authorize us to obtain credit reports about you for any legitimate business purpose. We may obtain a credit report for reviewing, modifying the terms, renewing the Account or collection. We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.
23. **Change in Terms of your Credit Account:** We may change any term of this Contract at any time upon notice to you as required by law. You may have the right to reject the change in terms, depending on the type of change, and, if you do, then to the extent permitted by law your Account will be closed and you will remain responsible for paying off the balance under the terms of this Contract then in effect.
24. **Governing Law:** This Contract and all matters arising out of the issuance or use of any Card or Account shall be governed by, and construed in accordance with, federal law and, to the extent not preempted, the laws of the state of California.
25. **Severability:** If any provision of this Contract is invalid or unenforceable under any law, rule or regulation of any governmental agency, Federal, state or local, it shall not affect the validity or enforceability of any other provision of this Contract.
26. **Default:** You will be in default of this Contract if any of the following occur: (1) You do not make any Minimum Payment on your Account on or before the Payment Due Date; (2) You fail to make any other payment as and when due, without consideration of any possible "grace" periods; (3) You die or become legally incapacitated; (4) You become insolvent or bankrupt; (5) You exceed or attempt to exceed your Credit Limit; (6) You have provided us with false or misleading information or signatures at any time; (7) You fail to comply with this Contract in any other respect; or (8) You default in the payment of any other obligation to us for borrowed money which is not secured by your principal residence.
27. **Remedies for Default.** If you are in default, we may immediately cancel, suspend or terminate your Account, at our sole option, and do not have to give you notice. All Cards will be immediately suspended, and you agree that you will return the Card(s) to us. If we suspend or cancel your Account, you agree to pay your Minimum Payment as required by this Contract until your balance is paid in full. If we terminate your Account you must pay the balance in full immediately, with or without demand from us. If you resolve a default situation, we can still declare the same or another default later on your Account.
28. **Cancellation:** You may cancel your Account at any time by notifying us in writing at the address on your Statement and returning all Cards issued on your Account (cut in half). Even if your Account is closed, you agree to pay the balance on the Account under the terms of this Contract. To the extent permitted by law, we can suspend your Account privileges or

cancel your Account at any time, for any reason. We will notify you after we do so, unless you are in default at that time. We have no obligation to notify you prior to suspending your charging privileges or cancelling your Account.

29. **Collection Costs:** Unless prohibited by applicable law, if we start collection proceedings to recover amounts you owe us by reason of this Contract, you agree to pay our reasonable attorney's fees and other collection costs.
30. **Headings:** The headings used in this Contract are for convenience only and are not intended to define, limit or describe the scope or intent of this Contract or in any way affect this Contract.
31. **Change in Name, Address or Employment:** If you move or change your name or place of employment, you must inform us immediately. The notice must be sent to the address set forth in your Statement.
32. **Unsecured Cards:** Notwithstanding the provisions of any other agreement or contract you may have with us, the Account and Credit cards are unsecured.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<p><b>0.00%</b></p> <p>Introductory APR for one year following account opening. After that, your APR will be</p> <p><b>18.99% - 28.99%</b></p> <p>APR based on creditworthiness. This APR will vary with the market based on the Prime Rate.</p>
APR for Balance Transfers	<p><b>0.00%</b></p> <p>Introductory APR for one year following account opening After that, your APR will be</p> <p><b>18.99% - 28.99%</b></p> <p>APR based on creditworthiness. This APR will vary with the market based on the Prime Rate.</p>
APR for Cash Advances	<p><b>28.99%</b></p> <p>This APR will vary with the market based on the Prime Rate.</p>
Penalty APR and When it Applies	<p>There is no penalty APR</p>
Paying Interest	<p>Your due date is at least 23 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.</p>
For Credit Card Tips from the Consumer Financial Protection Bureau	<p>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>.</p>

## Fees

### SET-UP AND MAINTENANCE FEES

Annual Fee	None.
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### TRANSACTION FEES

Balance Transfer	Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater.
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Cash Advance	Either <b>\$10</b> or <b>4%</b> of the amount of each cash advance, whichever is greater.
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Foreign Currency	<b>3%</b> of the transaction amount in US Dollars.
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### PENALTY FEES

Late Payment	Up to <b>\$15</b> assessed 15 days after payment due date.
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Returned Payment	Up to <b>\$25</b>
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**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)." See the Visa Credit Card Contract for more details. The information about the costs of the card described in this application is accurate as of October 2023. This information may have changed after that date. To find out what may have changed, call us at (805) 963-7511, or write to us at Montecito Bank & Trust, PO Box 2460, Santa Barbara, CA 93120.

<b>Billing Rights</b>	Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.
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**Important Information About Procedures For Opening A New Credit Card 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 who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

## uChoose Rewards® Program Terms & Conditions

Upon activation of Your Visa Preferred Rewards Credit Card, you will be automatically enrolled in the uChoose Rewards Program, subject to these terms and conditions. If You participate in the uChoose Rewards® Program, You agree to the following terms and conditions.

### Definitions

In the uChoose Rewards Program, these terms have the following meanings:

- **"Card"** or **"Account"** refers to Your Visa Preferred Rewards Credit Card with Bank.
- **"We," "Our,"** or **"Bank"** means Montecito Bank & Trust, the Card issuer.
- **"Program"** or **"uChoose Rewards Program"** means the program that allows Participants to earn and redeem points for rewards.
- **"Rewards Points Account"** means the account that tracks points earned by the Participant.
- **"You," "Your,"** or **"Participant"** means the individual(s) who is responsible for the Account.
- **"Operator"** means Fiserv Solutions, Inc., the operator and administrator of the Program, and its subcontractors.

All other defined terms have the meanings given to them in the Contract above.

### 1. Eligibility

- Eligibility is restricted to Participants with an active and open Account with Bank; and
- Eligibility is restricted to Participants that have an Account statement mailing addresses within the 50 United States, the District of Columbia, certain United States territories, or United States military address (such as APO).

### 2. Program Administration

- Bank reserves the right to cancel or temporarily suspend the Program at any time without advance notice, which may result in the cancellation of outstanding points. Bank has the right to change the Program without advance notice to You. This includes the right to substitute or eliminate rewards.
- Operator and Bank each have the right to monitor all Rewards Point Account activity. Operator and Bank each reserve the right to cancel any Program membership in the event of fraud, abuse of program privileges, or violation of the Program rules; including any attempt to sell, exchange, or transfer points, or any instrument exchangeable for points. If You have conducted any fraudulent activity, or Bank or Operator reasonably suspect any fraudulent activity, Bank and Operator reserve the right to cancel or suspend any points or rewards redeemed as a result of such activity, and to take any necessary legal action. In addition, You may be liable for monetary losses to Bank or Operator, including litigation costs and damages, and You will not be allowed to participate in the Program in the future.

- The terms of this Program are void where prohibited by law. We may, at any time and without prior notice, (i) change, limit or terminate any aspect of the Program, or (ii) update, amend or terminate these Terms and Conditions in whole or in part. We will generally notify you of changes by posting revised Terms and Conditions on Bank's website. Changes may affect outstanding transactions and points.

### 3. Point Accrual

- You will earn points for every qualifying net purchase (purchases less returns) as designated by Bank. This may include using Your Card or by participating in certain other Account activity with Bank. Bank determines the points earning rate for all transactions and when points begin to accrue. Bank may change points earning rate at any time. No retroactive points will accrue. The determination as to which transactions are qualifying is made in Bank's sole discretion and may change without notice from time to time.

Returns are subject to the return policy of the retailer from which You made Your purchase. If You return or cancel an item, points are also reversed from that sale.

Products or services purchased from participating retailers through **www.uChooseRewards.com** and subsequently exchanged are ineligible for rewards. This is because the merchant cancels the order and replaces it with a new one. Since the new order was not made through the Program website points cannot be tracked. Because of this, the retailer will not pass the points to uChoose Rewards which means uChoose Rewards cannot access the points to put in Your Rewards Points Account. Therefore, to avoid losing accrued points on exchanges, You may consider making a return instead. Once Your return is finalized and a refund is credited to Your Card, place the order again through the uChoose Rewards website to be sure You receive points on Your purchase.

- Transactions from lost, canceled, or stolen Cards; or fraudulent or unauthorized purchases will not earn points. Any points awarded for such transactions are subject to cancellation.
- Participants will not earn points if the Account has been closed, whether by Participant or Bank. Once the Account is closed, points will not be credited and You will have 30 calendar days to redeem any existing points. After this 30 day period, points will be cancelled and cannot be redeemed. Bank will determine what constitutes a closed Account.
- The Program is based on net purchases only and does not include cash advances, balance transfers, or wire transfers. It also does not include any fees posted to Your Account, including (but not limited to) late fees, over limit fees, and interest or other finance charges.
- Net purchases are rounded down to the nearest dollar and are subject to verification.
- There is no annual cap to how many points You can earn.
- Your points, unless cancelled earlier under this Program, expire 3 years after they have been posted to your Account. You will receive a notice on Your Statement approximately 90 days prior to points expiring.
- Points earned during a calendar month are generally posted to the Participant's Reward Points Account by the 10th of the following month. Qualifying purchases that have not

yet been cleared or posted to a Participant's Reward Points Account are not eligible for redemption.

- Dollar and cents amounts will be rounded down to the nearest whole dollar amount when calculating points earned.
- Point balances are available for view online.
- Points are not transferable, including transfers from one Rewards Point Account to another Rewards Point Account.
- Points may not be assigned, transferred and/or pledged to any third party. Participant has no property rights or other legal interests in points.
- Participant is responsible for any personal tax liability that may be related to participation in the Program.

If Your Rewards Point Account balance as disclosed online does not represent the correct number of points that You should have been awarded, Bank or Operator reserves the right to adjust Your point balance. If You have been awarded points in error or if You believe Your Rewards Point Account has been the subject of any suspicious activity, please contact the Operator immediately using the "Contact Us" feature of the Program website.

If You believe that You have made purchases that should have resulted in the addition of points to Your accumulated Rewards Point Account balance, and You see that the points have not been added within thirty (30) days of Your purchase, please contact Bank within ninety days of the date of such purchase and we will investigate the situation. (If You wait longer than ninety (90) days, Your ability to claim the points will expire.)

#### 4. **Redeeming Points**

- No cash refunds or partial awards will be issued upon redemption of points.
- Program points may not be used with any other discount or coupon offer.
- All points must be redeemed using either (i) the Program website located at [www.uChooseRewards.com](http://www.uChooseRewards.com), or (ii) through the third-party participating merchant in the Pay with Points program. All redemptions are subject to all rules and regulations of the Program website.
- If You have questions about the Program, those questions can be sent to the Operator using the "Contact Us" feature of the Program website.
- Points will be redeemable only if Your Rewards Points Account is open and in good standing.
- Only the Participant may redeem points, but another person may use the ticket(s) or rewards. The Participant is responsible for any tax liability or other charges related to participation in the Program or redemption of points, and for payment of any taxes or charges. Examples of such charges include without limitation, baggage charges, departure taxes, or other charges that may be assessed by government entities.
- Bank reserves the right to disqualify any Participant from participating in the Program and to invalidate all points if it reasonably suspects abuse, fraud, or any violation of the Program Terms and Conditions.

- Bank, Operator and suppliers are not responsible for the replacement of lost, stolen, or damaged cards, gift certificates, or other documents awarded for the redemption of points.
- Bank reserves the right to pass on to You, and charge to Your Card, any processing and/or surcharge fees that may be incurred on the redemption of the rewards.

## 5. Use uChoose Rewards: Pay with Points

- With uChoose Rewards: Pay with Points You can use Your points for purchases at many e-commerce merchants – please visit [www.uChooseRewards.com](http://www.uChooseRewards.com) to view a list of participating merchants. When you visit a participating Pay with Points e-commerce merchant, You will need to enroll Your card issued by Bank and associated with Your Rewards Points Account with the participating merchant and agree to any applicable terms and conditions provided by such participating merchant.
- You will then be able to use Your Program points to cover some or all of an eligible purchase with a participating merchant in the uChoose Rewards: Pay with Points program. When You use Your points to cover Your entire purchase We will deduct the points you used from your Rewards Points Account. When You use Your points to cover only part of Your purchase as a participating merchant, We will deduct the points You used from Your Rewards Points Account, but You will be responsible for the amount of the purchase that is not covered by Your Rewards Points Account. Please see the terms and conditions of the participating Pay with Points merchants for more details on how eligible transactions can be redeemed through a combination of Your points and a different payment method enrolled with such merchant. You are fully responsible to cover the balance of any purchase if Your points do not cover the full cost of the purchase.
- Returns under Pay with Points redemptions are subject to the policies of the participating merchant.
- The Pay with Points feature of the Program involves certain participating third-party e-commerce merchants that will accept Your rewards points under the Program through such merchant's own reward redemption programs. Your use of reward points at these participating merchants through Pay with Points is also subject to the terms and conditions of such participating merchants. Visit the Program website located at [www.uChooseRewards.com](http://www.uChooseRewards.com) to view the participating merchants in Pay with Points and their associated website links where You can find terms and conditions for the participating Pay with Point merchants.

## 6. Liability

- You acknowledge and agree that as part of the Program certain information, such as Your name, address, and point balance, will be provided to merchants and other parties involved in the Program and Your transactions. You acknowledge and agree that neither Bank nor Operator has any control over or liability for any use of such information by those third parties.
- Bank and Operator have no liability for disagreements regarding points. Bank's decisions regarding points and point discrepancies will be final.
- You agree to comply with all applicable laws, rules, statutes, ordinances, and regulations in connection with Your participation in the Program and Your use of goods and services.



- NONE OF BANK, OPERATOR OR THE SUPPLIER OF ANY REWARDS (INCLUDING EACH OF THEIR AGENTS, AFFILIATES OR EMPLOYEES) (TOGETHER, "PROVIDERS") MAKE ANY WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THIS PROGRAM AND THE WEBSITE, AND/OR ANY CONTENT, DATA, SOFTWARE, MATERIALS, INFORMATION, PRODUCTS, SERVICES AND/OR OPERATION OF THE PROGRAM OR THE WEBSITE ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT THE USE OF THIS WEBSITE AND THE PROGRAM IS AT YOUR SOLE RISK. PROVIDERS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE PROGRAM AND THE WEBSITE WILL BE ERROR-FREE, SECURE, UNINTERRUPTED, OR VIRUS-FREE. THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES ON THE WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS.
- TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON- INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE INCLUSION OR OFFERING OF ANY PRODUCT OR SERVICE ON THIS SITE DOES NOT CONSTITUTE AN ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCT OR SERVICE.
- THE SUPPLIERS OF PRODUCTS AND SERVICES FOR OPERATOR ARE INDEPENDENT CONTRACTORS AND ARE NOT AGENTS OF OPERATOR OR BANK. NEITHER OPERATOR NOR BANK IS LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH SUPPLIERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE OR LOSS, INCONVENIENCE, LOSS OF ENJOYMENT, MENTAL DISTRESS OR OTHER SIMILAR MATTER, DELAYED DEPARTURE, MISSED CONNECTION, SUBSTITUTION OF ACCOMMODATIONS, TERMINATIONS OF SERVICE, OR CHANGES IN FARES AND RATES, AND/OR CANCELLATION OR DOUBLE BOOKING OF RESERVATIONS OR TICKETS RESULTING THEREFROM. ALL TRAVEL DOCUMENTS ARE ISSUED SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED BY OPERATOR'S SUPPLIERS.
- THE PROVIDERS WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSS, CLAIM, INJURY AND/OR DAMAGE ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE USE OF THE PROGRAM OR THE WEBSITE, OR FOR ANY INFORMATION SOFTWARE, PRODUCTS, AND SERVICES OBTAINED THROUGH THE PROGRAM OR THE WEBSITE, OR ANY FAILURE OR DELAY, OR THE PERFORMANCE OR NONPERFORMANCE BY PROVIDERS, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF THE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.
- SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.
- You agree to indemnify, defend, hold harmless, and release the PROVIDERS and any merchants participating in the Rewards Program, including any rewards that, after receipt,

may be lost, stolen, or destroyed, from any claims, liabilities, obligations, actions, or damages (including reasonable attorneys fees) arising out of any breach of the Program or these Terms and Conditions by You or by anyone using the Program or Your points, Rewards Point Account, or other Accounts. All participating merchants are in no way affiliated with or responsible for the Program administration.

- If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.
- The Program and these Terms and Conditions are subject to the laws of the State of California, without any reference to its choice of law provisions.

*Transactions from lost, canceled, stolen or temporary credit or debit cards; or fraudulent or unauthorized purchases will not earn points.*