

Bank of Hope Cashback Visa Platinum Agreement and Disclosure Statement

This Agreement applies to the Bank of Hope Cashback Visa Platinum established for you by Bank of Hope. Any Card issued to you by us remains our property and must be returned to us or to anyone we designate, upon request. Retaining, signing or using, or permitting others to use the Card or Account is the same as signing this Agreement, and means you agree to be bound by the terms of this Agreement.

Definitions In addition to other terms that may be defined in this Agreement, the following terms when used in this Agreement have the following definitions:

- **“Account”** means the open-end revolving credit account established pursuant to your Application and this Agreement to which charges are posted based on use of a Card, information from a Card or any other means by which the Account may be accessed in the future.
- **“Agreement”** means this Credit Card Agreement and Disclosure Statement, which includes the Account Opening Disclosures and other information provided on the Card Mailer, as well as the Application.
- **“APR”** means the Annual Percentage Rate corresponding to the periodic rate described in the “Interest Charges” section below.
- **“Application”** means the application for credit you signed or otherwise submitted to request us to extend credit to you under the Account.
- **“Authorized User”** means any person you permit to use the Account or who has apparent authority to use the Account.
- **“Card”** means each VISA credit card issued to you or, at your request, to an Authorized User by us for use with the Account.
- **“Card Mailer”** means the folder sent with each Card.
- **“Cash Advance Limit”** means that portion of your Credit Limit that is available to be used for Cash Advances.
- **“Credit Limit”** means the total dollar amount of credit available to you under the terms of this Agreement.
- **“We”, “us” and “our”** refer to Bank of Hope; 3200 Wilshire Blvd, Suite 1400, Los Angeles, CA 90010.
- **“You” and “your”** refer to each person who applied for the Account or who agreed to be responsible for the Account.

Using Your Account You may use your Account as follows: (1) **“Purchases”**: you may purchase or lease goods and services from any merchant who honors the Card; (2) **“Cash Advances”**: you may obtain cash or cash equivalents (a) from us or from any financial institution

that honors the Card, (b) from an automatic teller machine that accepts the Card, (c) by purchasing items that may be traded right away for cash, including, but not limited to, money orders, travelers checks, lottery tickets, casino chips, vouchers redeemable for cash, or racetrack wagers, and (d) by making tax or other payments; and (3) **“Balance Transfers”**: you may request us to transfer to your Account a balance that you owe to another creditor and, if we approve your request, we will pay the other creditor directly. We are not responsible for any person or entity refusing to accept the Card for Purchases or Cash Advances. We may limit the number or dollar amount of Purchases, Cash Advances and/or Balance Transfers that may be made or obtained with a Card or the Account. Neither we nor our agents will be responsible or have any liability for refusing to authorize any transaction, even if you have credit available.

Illegal and Online Gambling Transactions You agree not to use your Account for any transaction that is illegal where you live or where the transaction takes place. You must find out if a transaction is legal before you make it. You also agree not to use your Account for any Internet or online gambling transaction, even if it is legal. We may refuse to authorize any illegal, Internet or online gambling transaction. If we do authorize the transaction, you agree to pay us for it unless an applicable law says you may not.

Promise to Pay You promise to pay us for all Purchases, Cash Advances and Balance Transfers on your Account, whether made by you or anyone whom you allow to use your Account. You also agree to pay any and all Interest Charges, fees and all other amounts owed under this Agreement. If you have a joint Account, each of you is individually responsible for all amounts owed under this Agreement. Any one of you may give us any notice under this Agreement. If you give us different notices or make different requests, we may choose which one to honor. We will not be liable to you or anyone else because we choose to honor a notice or request from any one of you.

Refunds and Adjustments You agree that, for any refund, adjustment, or credit allowed by any seller or other person or entity, you will not accept cash, but only credit to the Account, which will appear on your monthly billing statement.

Monthly Billing Statements We will send you a billing statement at the end of each monthly billing cycle if the Account then has a credit or debit balance of more than \$1, a finance charge has been imposed, or we are required to do so by applicable law. You must review each billing statement as soon as you get it, and tell us immediately about any errors or questions you have as provided in “Your Billing Rights” Notice that appears at the end of this Agreement. If you do not notify us as provided in that Notice, we may assume that all information in the billing statement is correct. Among other information, each statement will show all Purchases, Cash Advances, Balance Transfers, Interest

Charges, fees and any other debits or credits to the Account during that billing cycle, along with the unpaid balance at the end of that billing cycle (the “**New Balance**”), the minimum amount of your next payment (the “**Minimum Payment Due**”), and when your next payment is due (the “**Payment Due Date**”).

Minimum Payment Due If the New Balance shown on the statement for any billing cycle is less than \$30, the Minimum Payment Due for that cycle will equal the New Balance. If the New Balance for any billing cycle equals or exceeds \$30, the Minimum Payment Due for that cycle will be: (1) the greatest of: (A) three percent (3%) of the New Balance, (B) \$30, or (C) the sum of any unpaid Interest Charges, any unpaid fees, and 1% of the New Balance; **plus** (2) any unpaid Minimum Payments Due from earlier billing cycles and any amount of your New Balance that exceeds your Credit Limit or Cash Advance Limit. We round the payment amount to the nearest dollar. Payments must be made in U.S. dollars drawn on a U.S. Bank. You may pay more than the Minimum Payment Due at any time. You will not owe us any additional charge for early payment. If you pay more than the Minimum Payment Due in one billing cycle, you still have to pay the full Minimum Payment Due in the next cycles. You cannot increase your available credit by paying more than the unpaid balance on the Account.

Payments on the Account Each payment required under this Agreement must be made on or before the Payment Due Date shown on the monthly billing statement. You must pay us in U.S. dollars, by mailing your personal check or money order, along with the payment stub from billing statement, to the address shown on that statement. Do not send cash. If you do not follow these instructions, we might not credit the payment for up to five (5) business days after we get it. All payments on the Account received by 5:00 P.M. Central Time are considered to have been made on the date received at that address. To the fullest allowed by law, we may accept payments marked “payment in full” (or words of similar intent) without losing any of our rights to collect the full balance due under the Account and this Agreement. We will apply your payments to the unpaid balance of the Account in the order and manner we decide, unless restricted by an applicable law.

Disputed Payments If you dispute any amount we say you owe under this Agreement, you must write to us at Bank of Hope, Credit Card Services, P.O. Box 2087, Omaha, Nebraska 68103-2087. If you pay us with a check marked with “payment in full” or similar words, you must send it to this address. Subject to any restrictions of applicable law: (1) the words “payment in full” or similar words will have no effect; and (2) we can take disputed payments without giving up any of our rights.

Payment Holidays At our option we may permit you from time to time to skip making the Minimum Payment Due for a specified billing cycle (referred to as a “**Payment Holiday**”). Even if you accept such a payment

holiday, we will continue to assess Interest Charges on the unpaid balances of the Account. Any payment holiday we permit will not affect the terms of this Agreement.

Credit Limit; Cash Advance Limit You agree not to use or permit others to use the Card or Account if such use would cause either (i) the balance of the Account to exceed the Credit Limit we set from time to time or (ii) the balance of the outstanding Cash Advances to exceed the Cash Advance Limit. The initial Credit Limit and Cash Advance Limit for the Account are shown on the Card Mailer and will also be disclosed on each monthly billing statement for the Account. We may, at our option, extend credit under the Account which exceeds the Credit Limit or the Cash Advance Limit. If we do, you agree to immediately pay the excess which we advanced to you over either of the applicable limits. We are not obligated to allow any Purchase, Cash Advance or Balance Transfer which would cause your Account balance or Cash Advance Balance to exceed your Credit Limit or Cash Advance Limit, as applicable, and if we do, we are not obligated to do so at a later time. We may increase or decrease your Credit Limit and/or Cash Advance Limit at any time, subject to any restrictions of applicable law. We may terminate your ability to obtain additional credit under this Agreement if you exceed the Credit Limit or the Cash Advance Limit.

Interest Charges Each billing cycle, we will charge interest to you on the average daily balance for each type of transaction on your Account (“**Interest Charges**”). By type of transaction, we mean Purchases, Cash Advances, Balance Transfers and any transactions subject to a special offer APR. To compute the Interest Charges owed on your Account for each billing cycle, we first calculate the average daily balance for each type of transaction. Next, we multiply the average daily balance for that type of transaction by the applicable interest rate. After computing the Interest Charge for each type of transaction, we add together these Interest Charges to determine the total Interest Charges on your Account for the billing cycle. If you are charged interest for any billing cycle, the Interest Charge will be no less than \$1.

Average Daily Balances Used to Compute Interest To get the average daily balance for each type of transaction on your Account: (1) we calculate a daily balance for each day in the current billing cycle; (2) we add all the daily balances together; and (3) we divide the sum of the daily balances by the number of days in the current billing cycle. To calculate the daily balance for each type of transaction for each day in the current billing cycle, we take the beginning balance for that type of transaction on that day, add any new transactions and applicable fees or other charges, and subtract any applicable payments and credits. The following fees and charges will be added to the daily balance for Purchases on the date each is posted to the Account: Unpaid Interest, Annual Fee, Foreign Transaction Fee, Late Fee, Returned Payment Fee, Returned Convenience Check Fee, Convenience Check Stop Payment

Fee, Expedited Delivery Fee, Pay-by-Phone Fee, and any amounts permitted under the “Attorneys Fees and Other Collection Costs” below. Any Unpaid Cash Interest and Cash Advance Fee will be added to the daily balance for Cash Advances on the date it is posted to the Account. Any Unpaid Balance Transfer Interest and Balance Transfer Fee will be added to the daily balance for Balance Transfers on the date it is posted to the Account. If any daily balance is less than zero, we treat it as zero.

Interest Rates We calculate how much interest you owe each billing cycle by applying a daily periodic rate (a “DPR”) to the average daily balance for Purchases, Cash Advances, Balance Transfers and any transactions subject to a special offer APR. We get each DPR by dividing the APR for that transaction type by 365. The interest rates that apply to your Account are shown on the Card Mailer and each billing statement. Except for any introductory or other special offer APR, each APR is a variable rate equal to the Prime Rate plus any margin shown on the Card Mailer or in the special offer. The “**Prime Rate**” is the U.S. Prime Rate published in *The Wall Street Journal* on the last Business Day of the month. An increase or decrease in the Prime Rate will cause a corresponding increase or decrease in your variable APRs on the first day of your billing cycle that begins in the month immediately following the change in the Index. If your APRs increase, the amount of interest you will owe and the Minimum Payment Due may increase.

Grace Period/Paying Interest Your Payment Due Date will be at least 25 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire New Balance by the Payment Due Date each month. No Interest Charge will be imposed on new Purchases posted to your Account during a billing cycle if the outstanding New Balance for the preceding billing cycle had been paid in full and credited by the “Payment Due Date” for that billing cycle. For any billing cycle in which the Account has an outstanding New Balance which was not paid and credited by the “Payment Due Date” for the preceding billing cycle, we will begin charging interest on all Purchases on the Transaction Date.

Cash Advances and Balance Transfers do not have a grace period and interest will accrue beginning on the Transaction Date.

Special Offers We may make a special offer to you. For example, we may offer a reduced interest rate. Such offers may apply to all transactions or balances on your Account, or only to some transactions or balances. We will tell you what terms of the special offer differ from the terms of this Agreement. Except as we tell you in a special offer, the rest of this Agreement will still apply to your Account.

Fees You agree to pay the following fees, as applicable:

Transaction Fees:

- **Cash Advance Fee.** A fee of \$5 or four percent (4%) of the amount of each Cash Advance (whichever is greater). This fee

is in addition to the Interest Charge which will accrue on the Cash Advance.

- **Balance Transfer Fee.** A fee of \$5 or three percent (3%) of the amount of each Balance Transfer (whichever is greater). This fee is in addition to the Interest Charge which will accrue on the Balance Transfer.

Penalty Fees:

- **Late Fee.** A fee up to \$27 for the first late payment and up to \$37 for each additional late payment within the following six months will be charged to your account if we do not receive at least the Minimum Payment Due by the Payment Due Date (or the next business day if your Payment Due Date falls on a Saturday, Sunday or holiday). For any late payment, this fee will be never more than the full amount of the Minimum Payment Due (as shown on your billing statement) that was due immediately before the fee is assessed, rounded down to the nearest penny.
- **Returned Payment Fee.** A fee will be charged if a check or similar instrument or any debit for payment on your Account is returned unpaid for any reason. The amount of this fee will be up to \$37 or the full amount of the Minimum Payment Due that was due immediately before the payment was returned, rounded down to the nearest penny, whichever is less.

Other Fees:

- **Returned Convenience Check Fee.** A fee will be charged if we return a check drawn against your account for any reason. The amount of this fee will be up to \$25 or the amount of the check that is returned, rounded down to the nearest penny.
- **Convenience Check Stop Payment Fee.** A fee of \$25 will be charged for each stop payment request on a check drawn against your account, whether or not we actually stop payment.
- **Pay-by-Phone Fee.** A fee of \$10 will be charged if you request us to electronically debit your deposit or other account for a payment on the Account involving an expedited service by a customer service representative.
- **Expedited Delivery Fee.** Except as provided below, a fee of \$25 will be charged if you request and we agree to arrange for expedited delivery of any Card to you (for example, by an overnight delivery service).

Transactions Made in Foreign Currencies If a transaction is made in a foreign currency, the company processing that transaction will convert the transaction into a U.S. dollar amount, and we will charge your Account for the converted amount. The currency exchange will be done by a method and at a rate determined by the company that processes the transaction. The exchange rate in effect on the

processing date may be different from the exchange rate in effect on the transaction date or the posting date. If you make a return or get a refund, the same procedures apply. The amount of any return or refund credit may be different from the amount of the original transaction because the exchange rate may change from day to day.

Termination We may reduce the Credit Limit or terminate your ability to receive additional credit under this Agreement at any time without notice, unless restricted by applicable law. You may terminate your ability to receive additional credit under this Agreement by giving us notice of termination and returning to us or destroying all Cards. Termination by you will be effective after we have received your written notice and had a reasonable opportunity to act on it. If your ability to receive additional credit under this Agreement is terminated, either by you or by us, this Agreement is not terminated. Your obligations and our rights under this Agreement shall remain effective until all amounts due under this Agreement have been paid in full. If you are not in default at the time of termination, you may pay off any balance under the terms of this Agreement that apply at that time.

Default You will be in default under this Agreement if any of the following events occur: (1) you fail to make any payment required under this Agreement when due; (2) you fail to perform or abide by any of your agreements or obligations under this Agreement or any other loan agreement you have with us or with any other creditor; (3) you become insolvent (meaning your liabilities exceed your assets or you are unable to pay your debts as they become due); (4) any action is taken by or against you under any bankruptcy or insolvency laws; (5) any attachment or garnishment proceedings are initiated against you; (6) you die or are declared incompetent; (7) we, in good faith, believe the prospect of your payment or performance under this Agreement is impaired; or (8) you fail or refuse to provide current financial information to us when we request it. Upon the occurrence of any event of default, all amounts you owe under this Agreement will become immediately due and payable in full. You must also return to us all Cards issued to you in connection with the Account. Default shall not release you from any obligation you have incurred under this Agreement. After default, your obligations and our rights under this Agreement shall remain effective until all amounts due under this Agreement have been paid in full.

Attorneys Fees and Other Collection Costs You agree to pay the costs we incur if you are in default and we hire an attorney who is not our salaried employee to collect amounts you owe under this Agreement. We will not charge you for our collection costs if you owe us \$300 or less or an applicable law says we may not. Any amounts you owe for these collection costs may be added to the outstanding balance of the Account, and interest may be charged on these costs at the APR applicable to Purchases.

Changing this Agreement We may change this Agreement unless restricted by applicable law. We will tell you when any change will be effective and how it will apply to your Account. You may not change this Agreement unless we agree in writing to the change.

Governing Law; Severability This Agreement and your Account will be governed by (1) federal law, and (2) to the extent not preempted by federal law, the laws of California, without regard to its conflicts of law provisions. We accepted this Agreement in California. If any provision of this Agreement conflicts with the law, you agree the provision will be viewed as if it was amended to comply with the law. If that is not possible, then only the provision that conflicts with the law will be deleted. The remaining provisions of this Agreement will remain effective.

Credit Reports You agree that we may obtain consumer credit reports from one or more credit reporting agencies or others in connection with opening or maintaining the Account, determining the Credit Limit and Cash Advance Limit, or making any extension of credit to you under the Account. We may also ask you for additional information in connection with the Account and request credit reports to verify your current credit standing. You agree that we may release information to others, such as credit reporting agencies, regarding the status and history of the Account. However, we are not obligated to release any such information unless required by law.

Notices Any notices given under this Agreement or relating to the Account will be effective only if given in writing to us at Card Services, P.O. Box 2087, Omaha, Nebraska 68103-2087, and to you at your last address shown on our records. You agree to notify us immediately if your address changes from that shown on the application you submitted in connection with opening the Account.

Liability for Unauthorized Use If any Card is lost or stolen or the Account otherwise may be used without your authorization, you must notify us immediately by calling us at 1.800.304.5287, or writing us at Card Services, P.O. Box 2087, Omaha, Nebraska 68103-2087. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.

YOUR BILLING RIGHTS • KEEP THIS NOTICE 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 Card Services, P.O. Box 2087, Omaha, Nebraska 68103-2087 as soon as possible. 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 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 the 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 Credit Card, and you have tried in good faith to

correct the problem with the merchant, you may have the right not to pay the remaining amount due on the 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: Neither of these are necessary 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 credit card for the purchase. Purchases made with cash advances 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 Card Services, P.O. Box 2087, Omaha, Nebraska 68103-2087.

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.