

Pricing Addendum to Credit Card Agreement

Interest Rates and Charges	
Annual Percentage Rate (“APR”) for Purchases	18.00%
Penalty APR and When it Applies	22.00%. This APR may be applied to your account if you make a late payment. How long will the Penalty APR apply? If your APRs are increased for the above reason, the Penalty APR will apply until you make six (6) consecutive payments of at least the minimum payment due.
Paying Interest	Your due date is at least 21 days after the close of each billing cycle. We will not charge you interest on Purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$0.50.
Fees	
Annual Fee	None.
Penalty Fees	
• Late Payment	Up to \$35
• Returned Payment	Up to \$35
• Over the Credit Limit	None

The APRs shown in the above table are fixed rates and will not change after an account is opened. Special promotional APRs may be available, which apply for differing promotional periods such as 6 months or 1 year. Supplemental disclosures showing promotional APRs, the length of the promotional period, and the APRs that will apply at the end of the promotional period would be provided to you if you are approved for any special pricing on promotional offers.

Loss of Promotional APRs: We may end any promotional APRs that you have been offered on Promotional Purchases or Special Promotional Items and apply the Penalty APR if you make a late payment.

How We Will Calculate Your Balance: We use a method called the “average daily balance (including new advances)”. For Cash Advances, we figure the interest charge on your account by applying the periodic rate to the “average daily balance” of your account. To get the “average daily balance” we take the beginning balance of your account each day, add any new 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”.

Cardholder Agreement

1. *Your Agreement to these Terms and Conditions; Definitions.* The terms and conditions in this Agreement govern your Card and all credit extended to you under this Agreement. The “Agreement” means this Cardholder Agreement, the disclosures (“Account Opening Disclosures”) included on the Card carrier to which your new Card is attached, and any supplemental disclosures that we may send you regarding special features of your Account. The “Agreement” also includes amendments that become effective as required by law. When you apply for a Card or when you accept a Card by signing it, using it or consenting to its use by another, you agree to the terms and conditions contained in this Agreement.

In this Agreement, “we”, “us” and “our” refer to UMB Bank, n.a. “You” and “your” refer, jointly and severally, to each individual who applies for or accepts a Card issued in connection with an Account we own, or if the application submitted to open the Account is a commercial application, the terms “you” and “your” refer to the company that has applied for the Account in the application. “Account” means your account with us accessed by a Card. “Card” or “Cards” refer to the card(s) containing the name, logo or other identifying marks of a merchant or other company with whom we have entered into an agreement to sponsor the Card program, and the Account number issued in connection with your Account. “Advance” means any credit we extend to you through your Account, as more fully described in Section 4 below. The terms “Credit Limit” and “Unused Credit Limit” are defined in Section 3 below. The term “Purchase” is defined in Section 4.

2. *Use of Your Card.* You should sign your Card before you use it. The Card is our property, and you must give it back to us upon our request. You agree to use the Card only for legitimate purposes and not for any illegal transaction.

3. *Credit Limit.* Your Card has a “Credit Limit.” The Credit Limit is the total amount of credit we have agreed to provide you through your Account. Your initial Credit Limit is shown in the Account Opening Disclosures. At any given time, your “Unused Credit Limit” equals your Credit Limit minus the unpaid balance of your Account and minus all Advances made through your Account but not yet posted to it. Your Credit Limit and the total amount of your Unused Credit Limit will be shown on your Monthly Statement. If your Account is in the name of two or more persons, each of you is jointly and individually liable for the repayment of all credit extended under your Account, and each of you is authorized to request a change in your Credit Limit. We reserve the right at any time to increase or decrease your Credit Limit, subject to our providing you with notice of the change as may be required by law. We may cancel your Card and related privileges at any time.

You agree not to use or permit use of your Card for any Advance that (a) is in excess of your Unused Credit Limit at the time the Advance is made, or (b) would cause the balance of your Account to exceed your Credit Limit. You further agree that we are under no obligation to authorize or permit any such Advance. We are not required to honor your Card or authorize any Advance if your Account is in default or if your credit privileges have been suspended or terminated. We may elect to authorize or make an Advance under circumstances (including those described above) where we are not obligated to do so, and by doing so we will not be deemed to have given up any of our rights or to have agreed to make any additional Advances under any of those circumstances in the future. We may deny Card transactions if we have reasonable grounds to believe that the transaction may be fraudulent or unauthorized.

4. *Advances; Promise to Pay.* Subject to the other terms of this Agreement, we agree to make Advances made through the use of your Card or your Account which, at the time the Advance is to be made, are not in excess of your Unused Credit Limit to pay for the purchase of goods and services from the merchant or merchant group whose name, logo or identifying marks appears on the Card issued in connection with the Account (a “Purchase”), and for the purchase of credit insurance on your Account when you authorize it, and to pay the return payment charges (see Section 15 below) and documentation and other charges (see Section 17) you incur under this Agreement.

You agree to repay all Advances and all credit extended by us on your Account, whether through the use of your Card or Account by you or by anyone authorized by you or for which you are otherwise legally responsible. You agree to repay, in accordance with the terms of this Agreement, all Advances, Finance Charges and other charges as provided in this Agreement.

5. *Monthly Statements.* We will send you a monthly statement (“Monthly Statement”) that shows you all Advances, Finance Charges, payments, credits and other transactions on your Account during your most recent “Billing Period.” A Billing Period covers the approximately thirty (30) day period that begins on the day following the “Statement Closing Date” (as stated on your Previous Monthly Statement) and ends on the Statement Closing Date reflected on your Current Monthly Statement. Each Monthly Statement will show the total amount (“New Balance”) you owe us at the end of the Billing Period as a result of Advances, Finance Charges, other charges and payments and credits on your Account. Your Monthly Statement will also show a “Minimum Payment” that is calculated in accordance with Section 12 of this Agreement. The Minimum Payment will never exceed the New Balance. You agree to pay us, on or before the “Payment Due Date” shown on each Monthly Statement, the New Balance or, at your option, at least the Minimum Payment shown. The Payment Due Date will be no less than 21 days after we have sent you your Current Monthly Statement. Any payment amount in excess of the Minimum Payment will not be applied in satisfaction of future Minimum Payments.

In this Agreement, the “Current Monthly Statement” refers, at any given time, to the most recent Monthly Statement we have sent to you and the “Current Billing Period” refers to the Billing Period covered by the Current Monthly Statement. The “Previous Monthly Statement” refers to the Monthly Statement immediately preceding the Current Monthly Statement, and the “Next Monthly Statement” refers to the Monthly Statement immediately following the Current Monthly Statement.

6. *Posting of Advances.* Each Advance for the purchase of goods or services (other than for the purchase of credit insurance) will be posted to your Account as of the date the Purchase was made. Each advance for the purchase of

credit insurance will be posted to your Account on the last day of the applicable Billing Period. Advances for return payment charges are posted to your Account as of the date the payment is returned. Advances for documentation and other charges (see Section 17) are made as of the date of the transaction. If, however, an Advance is made too late in a Billing Period to be posted on the Monthly Statement applicable to that Billing Period, the Advance will be posted as of the first day of the next Billing Period.

7. *Promotional Program Purchases; Interest Deferral Period.* (a) From time to time, you may be notified (on or by an insert in a Monthly Statement, in-store promotional literature, an advertisement in a publication or otherwise) of one or more promotional programs that are offered in connection with your Account. These promotional programs involve Purchase Advances for goods or services of a stated type from a qualifying merchant and in a qualifying amount, on which your obligation to pay periodic rate interest charges are deferred (postponed) for a specified period of time (called the "Deferral Period") or are waived if the full amount of the Purchase is repaid by the end of the Deferral Period. Purchases under these promotional programs are referred to as "Promotional Purchases." The notice will refer to each such promotional program as a "Promotional Purchase" and will describe the period during which Promotional Purchases can be made, any minimum or maximum dollar amount and the type of Purchases that qualify, and the period of time in each Deferral Period.

(b) During the Deferral Period, periodic rate interest charges continue to accrue on the amount of the Promotional Purchase at the Annual Percentage Rate stated in the printed material you received in connection with the promotional program or at the Penalty Annual Percentage Rate, if applicable (see Section 10(b) of this Agreement). The unpaid amount of each Promotional Purchase will be included in the New Balance reflected on your Monthly Statements and is also used to calculate the minimum monthly payment you are required to make under Section 12 of this Agreement during the Deferral Period. However, during the Deferral Period, you do not pay periodic rate interest charges that accrue on the amount of the Promotional Purchase. The outstanding amount of each Promotional Purchase on which you do not pay periodic rate interest charges during the Deferral Period is called a "Deferral." At the end of the Deferral Period, if the full amount of a Promotional Purchase has not been repaid, the periodic rate interest charges that accrued on the Promotional Purchase during the prior Billing Periods of its Deferral Period, and a periodic rate interest charge on the unpaid balance of the Promotional Purchase for the Current Billing Period, will be charged to your Account. A periodic rate interest charge on a Promotional Purchase whose Deferral Period has expired will continue to be charged to your Account at the Standard Annual Percentage Rate (see Section 10(a) of this Agreement) or the Penalty Annual Percentage Rate (see Section 10(c) of this Agreement), as applicable, during each following Billing Period in which any portion of the Promotional Purchase remains unpaid.

(c) If additional types of special promotional programs (in addition to "Promotional Purchase" programs) are offered to Cardholders, the terms and conditions of each such program, together with appropriate disclosures and terms that modify and supplement those set forth in this Agreement, will be provided at or before the time a qualifying Purchase can be made under the program. Advances made under such promotional programs will be referred to as "Special Promotional Items." The special promotional offer may involve a promotional rate of interest on certain Purchases for a specific period of time. Periodic rate interest charges, if any, will be assessed on these Special Promotional Items from the date your Purchase is posted to your Account. After the special promotional period has ended, any unpaid amount from the Special Promotional Items will incur the periodic rate interest charges applicable to the Average Daily Balance of your Account under this Agreement. This may be either the Standard Annual Percentage Rate (see Section 10(a)) or the Penalty Annual Percentage Rate (see Section 10(c)), depending on your payment history.

(d) The "Transaction Information" section on the front of your Monthly Statement will reflect the amount of each Promotional Purchase and each Special Promotional Item posted to your Account, together with the date on which the Deferral Period for a Promotional Purchase will expire or the date the promotional period for the Special Promotional Item will end.

8. *Finance Charge.* Subject to the exceptions and conditions stated below, you agree to pay a "Finance Charge" on your Account. The Finance Charge may include, as applicable, a periodic rate interest charge on your Account balances (see Section 9 below) and a minimum interest charge, under certain circumstances. A minimum interest charge applies to your Account for any Billing Period in which a Finance Charge is due. The amount of the minimum interest charge is set forth in the Account Opening Disclosures.

9. *How We Calculate the Periodic Rate Interest Charge.* We figure the periodic rate interest charge on your Account by multiplying the applicable periodic interest rate (described in Section 10) times the "Average Daily Balance" of your Account and each "Promotional Purchase (or Special Promotional Item) Average Daily Balance" of your Account (as appropriate) for the Current Billing Period.

(a) Average Daily Balance. If you pay in full the entire New Balance (after subtracting all Deferrals) shown on your Previous Monthly Statement on or before the Payment Due Date for that statement, then we do not assess a periodic rate interest charge on the Average Daily Balance of your Account during the Current Billing Period. If full payment was not received by the Payment Due Date, then we assess a periodic rate interest charge on the Average Daily Balance of your Account for the Current Billing Period. To figure the Average Daily Balance, we take the beginning balance of your Account each day in the Current Billing Period (excluding Promotional Purchases and Special Promotional Items), add any new Advances (including return payment charges, documentation charges and other charges, as applicable) (but excluding Promotional Purchases and Special Promotional Items), and subtract any payments received or credits posted to your Account that are applied to your Average Daily Balance that day. This gives us your daily balance. Then we add up all the daily balances for the Current Billing Period and divide the total by the number of days in the Billing Period. This is the "Average Daily Balance" for your Account.

(b) Promotional Purchase (or Special Promotional Item) Average Daily Balance. To determine the "Promotional Purchase (or Special Promotional Item) Average Daily Balance," we take the difference between the original

amount of the Promotional Purchases or Special Promotional Items and the sum of all payments or credits posted to your Account that were applied toward the Promotional Purchases or Special Promotional Items. This gives us the daily balance of Promotional Purchases (or Special Promotional Items). Then we add up all the daily balances of Promotional Purchases (or Special Promotional Items) for the Current Billing Period and divide the total by the number of days in the Current Billing Period. This is the "Promotional Purchase (or Special Promotional Item) Average Daily Balance."

10. *Periodic Interest Rates and Annual Percentage Rates.* A monthly periodic interest rate, and a corresponding Annual Percentage Rate, is used to calculate any periodic rate interest charge on the Average Daily Balance of your Account. The standard monthly periodic interest rate and the corresponding standard Annual Percentage Rate (see [Section 10\(a\)](#)) will apply to your Account unless the Penalty Annual Percentage Rate becomes applicable (see [Section 10\(c\)](#)). Each Annual Percentage Rate in effect during the Billing Period will be identified on the front of the last page of your Monthly Statement in the "Interest Calculation" section.

(a) Standard Annual Percentage Rate. The standard Annual Percentage Rate that applies to your Account is printed in the Account Opening Disclosures in the "Interest Rates and Charges" table under "Annual Percentage Rate (APR) for Purchases". The Annual Percentage Rate that applies to your Account may increase if your payment history causes you to no longer qualify for the standard Annual Percentage Rate (see [Section 10\(c\)](#)). The interest rate will never exceed the maximum rate permitted by applicable law. Any increase in an Annual Percentage Rate due to the application of the Penalty Annual Percentage Rate may result in an increase in the amount of any periodic rate interest charge to your Account, and may increase your required Minimum Payment.

(b) Periodic Interest Rate and Annual Percentage Rate for Promotional Purchases (or Special Promotional Items). The Annual Percentage Rate used to calculate any periodic rate interest charge on the Average Daily Balance of a particular Promotional Purchase (or Special Promotional Item) for your Account is stated in the printed material you received in connection with the Promotional Purchase or Special Promotional Item. The Annual Percentage Rate that applies to your Promotional Purchase (or Special Promotional Item) may increase if your payment history causes you to no longer qualify for the promotional rate that is stated in the printed material that applies to the particular Promotional Purchase or Special Promotional Item (see [Section 10\(c\)](#)). The interest rate will never exceed the maximum rate permitted by applicable law. Any increase in an Annual Percentage Rate due to the application of the Penalty Annual Percentage Rate may result in an increase in the amount of any periodic rate interest charge to your Account, and may increase your required Minimum Payment.

(c) Penalty Annual Percentage Rate. The Penalty Annual Percentage Rate is four (4) percentage points higher than the standard Annual Percentage Rate, and is printed on the Account Opening Disclosures in the "Interest Rates and Charges" table under "Penalty APR and When it Applies". You will trigger the Penalty Annual Percentage Rate if you fail to pay at least the Minimum Payment reflected on your Current Monthly Statement by the Payment Due Date shown on that statement. Once the Penalty Annual Percentage Rate is triggered, we will provide you with at least 45 days advance written notice and you may have a right to reject the Penalty Annual Percentage Rate before we charge the Penalty Annual Percentage Rate to your Account. (If you reject this change, your Account will be closed and you will no longer be able to use your Card.) You can avoid application of the Penalty Annual Percentage Rate to your Account by paying at least the Minimum Payment by the Statement Closing Date of the Next Monthly Statement. (The period between the Payment Due Date on the Current Monthly Statement for which your Minimum Payment was not received and the Statement Closing Date of the Next Monthly Statement is called the "Cure Period"). Once the Penalty Annual Percentage Rate is applied to your Account, you will be charged that Annual Percentage Rate until you have, for six (6) consecutive Billing Periods, paid the full Minimum Payment as shown on your Monthly Statement by the Payment Due Date or within the Cure Period. Once the Penalty Annual Percentage Rate no longer applies, the standard periodic interest rate and standard Annual Percentage Rate will apply to your Account, beginning with the next Billing Period. If, however, you were receiving a special promotional rate on Deferrals or Special Promotional Items (see [Section 7](#) above) at the time that the Penalty Annual Percentage Rate became applicable to your Account, and the Deferral Period or special promotional period has not ended once the Penalty Annual Percentage Rate no longer applies, you will receive the special promotional rate until the regular end of the Deferral Period or special promotional period. Your Account can again incur the Penalty Annual Percentage Rate if you again fail to make a payment on time as set forth in this subsection (c).

11. *Grace Period.* (a) Promotional Purchases. We do not charge your Account for periodic rate interest charges on Promotional Purchases if the full amount of the Promotional Purchase is paid by the end of the Deferral Period. If however, at the end of the Deferral Period, the full amount of the Promotional Purchase has not been paid, the periodic rate interest charges that accrued on the Promotional Purchase during all prior Billing Periods of the Deferral Period, and a periodic rate interest charge on the unpaid balance of the Promotional Purchase for the Current Billing Period, will be charged to your Account.

(b) Purchase. We do not charge periodic rate interest charges on the Average Daily Balance of your Account (including on Special Promotional Items, but not including Promotional Purchases and accruals on Deferrals) if your New Balance for your Previous Monthly Statement was paid in full on or before the Payment Due Date for that Monthly Statement. If you do not pay your New Balance in full prior to the Payment Due Date for the Current Monthly Statement, but instead pay only part of your New Balance, we do not charge periodic rate interest charges on the portion of your Account balance that was paid that month, but will charge periodic interest charges on the amount of your Account balance that remains unpaid beginning on the first day of your Next Monthly Statement.

12. *Monthly Payment.* On or before the Payment Due Date shown on each Current Monthly Statement, a minimum portion of the New Balance must be paid (the "Minimum Payment"). The Minimum Payment amount will be stated on your Monthly Statement. The Minimum Payment amount equals (a) any Minimum Payment remaining unpaid from a prior Monthly Statement, plus (b) the greater of (i) \$25.00 or the amount of any late charge or return payment charge you incur during that Statement Cycle (if that amount is greater than \$25), or (ii) the sum of one percent (1%) of the New Balance (including Deferrals) plus total billed periodic interest charges (which do not

include periodic rate interest charges that accrue on Promotional Purchases prior to the expiration of the Deferral Period (see Section 7 of this Agreement), plus any Late Charges, Return Payment Charge or Over the Credit Limit Fees (if any) that are shown on the Current Monthly Statement. The Minimum Payment will never exceed your Account balance.

All payments must be payable in U.S. dollars and not in another country's currency and must not be paid with a check drawn on a foreign bank. You must not send cash in the mail. Payments that we receive by 5:00 p.m. on any banking day at the post office box address for payments shown on your Monthly Statement, that include only one account payment, and that include the payment slip that we send as part of your Monthly Statement will be credited to your Account as of that day. If the Payment Due Date falls on a weekend or holiday, we will treat any such payment received by us at the post office box address shown on your Monthly Statement by 5:00 p.m. on our next business day as being received by us on the Payment Due Date. If you make a payment in person to a teller in one of our branch offices, we will credit the payment to your Account on the day it is received. Payments made through our Online Banking Service or over the telephone to a representative in our Call Center must meet the timing requirements that apply to that service to be credited on the same business day as received. All payments must be payable in U.S. dollars and not in another country's currency and must not be paid with a check drawn on a foreign bank. You must not send cash in the mail.

Payments that don't meet the requirements described above, or payments that we receive at any other location or address, may be subject to a delay in crediting of up to five (5) days after the date of receipt. Payments not made in U.S. dollars may be returned to you unprocessed.

You may prepay the balance of your Account in full or in part at any time without any prepayment charge.

When you provide a check as payment, you authorize us either to process the payment as a check transaction or to use information from your check to make a one-time electronic fund transfer from your account at the institution holding your checking account. When we use your check to make an electronic payment, we will send the information from your check, such as your financial institution's routing number, your checking account number, your check number and the amount of your payment, to that institution electronically. The institution holding your checking account will deduct the payment and show the transaction as a one-time electronic debit on your bank statement, and will identify us as the party to whom the payment was made. Your check number and a description such as "Account Payment" may also be included. Because we send the transaction electronically, we do not send the original check to that financial institution, and you will not receive your check in your statement from that financial institution. We will destroy your original check but we will retain an image of it. If your electronic payment is returned to us unpaid, we can resubmit the check or the electronic payment as permitted by applicable payment system rules. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment.

13. Late Charge. If you fail to pay the minimum portion of your New Balance, as required in [Section 12](#) of this Agreement above (titled "Monthly Payment"), we may assess a late payment charge to your Account. The amount of the late charge is \$25 if you fail to pay the Minimum Payment shown on your Monthly Statement by the stated Payment Due Date reflected on the next Monthly Statement (which will be no less than 21 days after the Statement Closing Date shown on the Current Monthly Statement). A late payment charge of up to \$35 may apply to your Account if you fail to pay the Minimum Payment shown on your Monthly Statement by the stated Payment Due Date more than one time during a six month period. Those amounts are subject to change based on changes to the Consumer Price Index.

14. Application of Payments. Each Billing Period, to the extent that your payments exceed the Minimum Payment shown on your Current Monthly Statement, we will apply these excess amounts to your Account balances in order of the periodic rate interest charge applicable to the balance of each transaction category, generally from highest to lowest, beginning with the balance that is subject to the highest periodic rate interest charge. However, unless all your other Account balances have been paid in full, we will not apply any portion of your payments against Promotional Purchases during their respective Deferral Periods until the last two Billing Periods immediately preceding the expiration of the Deferral Period. During the last two Billing Periods immediately preceding the expiration of the Deferral Period, we will apply your entire payment amount above the Minimum Payment to the outstanding balance of your Deferral. Otherwise, we will apply payments and credits at our discretion, including in a manner most favorable or convenient for us. In all cases, we will apply payments and credits in accordance with applicable law.

15. Returned Payment Charge. We may, to the extent permitted by applicable law, charge a returned payment charge to your Account for each check, draft or other similar instrument or electronic debit sent to us as payment on your Account which is returned to us unpaid. The amount of the returned payment charge is \$25 for the first such returned payment. The return payment charge increases to \$35 for each additional check, draft or similar instrument or electronic debit sent to us as payment on your Account that is returned unpaid during a six month period. Those amounts are subject to change based on changes to the Consumer Price Index. You may only be charged one fee if your payment is late and the check or other form of payment you submitted for that payment is later returned.

16. Overlimit Condition. If at any time during a Billing Cycle, your Account balance is in excess of your then-applicable Credit Limit, we may refuse to make additional Advances, and may consider your Account in default. In the future, we may establish conditions under which, subject to our discretion and in compliance with applicable law, we allow you to obtain Advances on your Account above your Credit Limit, and we may charge an Over the Credit Limit Fee. You will be required to "opt-in" before incurring any Over the Credit Limit Fee on your Account.

17. Other Charges. If you request a duplicate copy of your Monthly Statement, a check you wrote on your Account or another document related to your Account, we may impose a charge for sending you the copy, unless prohibited by law. The amount of the fee may change from time to time. You may call our Service Center at 800-821-5184 for

the current amount of the documentation charge. We may also make a charge to your Account, not to exceed \$25, each time you request a reconciliation to your Account. These charges will not be imposed if your request is in connection with a written notice of a billing error, or when you ask for another copy of your Cardholder Agreement or Account Opening Disclosures.

18. *Liability.* We have no responsibility for any failure to honor your Card or for any retention of your Card by any machine, merchant, financial institution or any other person. We have no responsibility for any merchandise purchased or services rendered to you through the use of your Card, except for liability that is specifically imposed on us by law. Subject to the rights granted to you by any applicable law, including the Fair Credit Billing Act, you agree to assert only against the seller of the merchandise or services, and not against us, all defenses, rights and claims which you may have relating to goods or services purchased through the use of your Card.

19. *Card Renewal; Account Termination.* You request us to issue a renewal Card on or before the expiration date if your Account is open and in good standing at the time. We may, at any time, without liability to you and without affecting your obligation to pay all amounts you owe to us, terminate all credit available to you, suspend or terminate your Account and revoke your Card. All Cards are owned by us. You agree, upon our demand, to immediately surrender your Card to us cut in half. You agree that, even if your Card is revoked, you will remain responsible for all obligations which you incur under this Agreement.

20. *Delayed Enforcement.* We may delay enforcing our rights under this Agreement without waiving those rights. Our failure to exercise any of our rights when you default does not mean we are unable to exercise those rights upon later default. We may accept late or partial payments, as well as payments marked "payment in full" or with other restrictive endorsements, without losing any of our rights under this Agreement.

21. *Default.* To the extent permitted by applicable law, your Account will be in default if: (a) you fail to make any required Minimum Payment by the Payment Due Date shown on your Monthly Statement; (b) your balance at any time exceeds your Credit Limit; (c) you fail to comply with any term of this Agreement; (d) you die or become legally incompetent; (e) you become insolvent or bankrupt; (f) you provide us with false or misleading information or signatures at any time; (g) you fail to make any payment or perform any promise in any other agreement or obligation you owe us; or (h) any judgment, lien, attachment or execution is issued against you or your property. Thereafter, we may revoke your Account privileges, and upon satisfaction of any notice requirements and/or expiration of any cure period required by applicable law, we may declare your Account balance to be immediately due and payable in full without giving you any other prior notice. We may exercise any right or remedy under this Agreement and applicable law.

22. *Collection Charges.* In the event we refer your Account to an attorney who is not our salaried employee, you agree to pay all charges and expenses, including reasonable attorney fees and litigation expenses, to the extent permitted by applicable law. This section does not apply to you if you are a resident of the State of Nebraska, Iowa or any other state that prohibits contracting for or charging of attorney fees with or to its residents.

23. *Amendment.* We can change the terms of this Agreement without notice to you, unless notice is required by applicable law. If such notice is required by law, we will send you notice at your address shown on our records. That notice may be sent by electronic means if any person liable on this Account has given us their consent to receive electronic notices regarding this Account. Any amendment will become effective at the time we state in our notice or, if no notice is required, as permitted by applicable law. Our right to amend this Agreement includes our right to notify you that new transactions you enter into as of an effective date to be provided in our notice to you, a different monthly periodic interest rate, a different Annual Percentage Rate and a different Penalty Annual Percentage Rate (when applicable) will apply to your Account. Under certain circumstances, you may have a right to "opt out" of a proposed amendment to this Agreement. If you exercise your "opt-out" rights within the required time period, you will no longer be able to use the Account. Under those circumstances, we will close your Account and inform you of any new Minimum Payment that applies. We may, at any time, add new credit services or replace your Card with another Card if we comply with applicable requirements of law.

24. *Assignment of your Account.* You may not assign or transfer your Account to another person. You agree that we may, at any time, assign and transfer your Account, this Agreement and our rights and obligations under this Agreement, without your consent or notice to you. The assignee of your Account and this Agreement shall be entitled to all of our rights under this Agreement.

25. *No Cash Refunds.* No cash refunds will be made. Refunds for merchandise or services purchased obtained through the use of your Card will be made only through credit slips from the company shown on your Card.

26. *Credit Information.* You agree that we and any of our affiliate banks may share with one another, and use and rely upon, information which each may have relating to you and to the checking, credit, deposit, loan, savings and other accounts which you have, have had or may have in the future with us or them, unless you have given us notice that you opt out of information sharing with our affiliates in the manner set forth in our Privacy Policy. You also agree we and any of our affiliate banks may make credit inquiries about you and, in response to credit inquiries, may give information about you and your Account to others. Your Card is issued as part of a Co-Brand relationship between us and the company shown on the Card. A Co-Brand Card provides you with services or benefits from both UMB Bank and that company, and you agree that information concerning your Card and Account may be shared between us and that company from time to time.

27. *Governing Law.* This Agreement, your Card, your Account and all transactions hereunder are governed by Missouri and federal law. If you are an individual or a person doing business as a sole proprietor, the fees and charges that apply to your Account (other than the amount of the Finance Charge that is calculated by applying a periodic interest rate to your Average Daily Balance) will be governed by Nebraska law, as authorized by Missouri Revised Statutes Section 408.145.

28. *Severability.* The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

9

29. *Lost or Stolen Cards.* If a Card is lost or stolen, we must be notified at once. You should also notify us if you think someone used your Card without your authorization. You may notify us by letter at the address set forth for Inquiries or Billing Errors at the end of this Agreement, or by telephone at 800-821-5184. You agree to give us complete cooperation in our efforts to recover any stolen Card and amounts due from unauthorized users and in prosecuting unauthorized users.

30. *Unauthorized Use of Your Account.* If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should write to us immediately at: Card Services, P.O. Box 419734, Kansas City, MO 64141-6734, or call (800)821- 5184. Telephoning us will not preserve your Billing Error Rights.

You will not be liable for any unauthorized use that occurs after you notify us. If your Account was opened primarily for personal, family or household purposes or if you are an employee of a business and your Card was issued in connection with your business activities, you will not be liable for any unauthorized use that occurs before your notice to us. If those exceptions do not apply, your liability for unauthorized use that occurs before you notify us will not exceed \$50.

31. *Security Interest.* The credit extended under this Agreement is not secured by any collateral, even if other agreements which you may have executed would otherwise secure it. We waive, but only with respect to indebtedness arising under this Agreement, any security interest which may otherwise secure the indebtedness arising under this Agreement.

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FURTHER 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 Center, P.O. Box 419734, Kansas City, MO 64141.

When you contact us, please 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 at (800) 821-5184, or from the Kansas City area, call (816) 843-2000, 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 the 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 will 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 from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the above criteria are met and you are still dissatisfied with the purchase, contact us in writing at: Card Center, P.O. Box 419734, Kansas City, MO 64141.

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 do not pay, we may report you as delinquent.

SEND INQUIRIES AND BILLING ERROR NOTICES TO:

Card Services, P.O. Box 419734, Kansas City, MO 64141-6734, or call (800)821- 5184.

Telephoning us will not preserve your Billing Error Rights.

Change of Address

If your name or address changes, please notify us of the change by writing to us on a separate sheet at Card Services, P.O. Box 419734, Kansas City, Missouri 64141-6734.