Rates and Fee Table for UMB Bank, n.a. Discover Accounts

PLEASE NOTE that this information is provided for general information purposes only and is not specific to your Account. See the Cardholder Agreement and Important Cost Information disclosure that was provided for your Account for more detailed information. This information is accurate as of September 30, 2013.

Interest Rates and Charges	
Annual Percentage Rate (APR) for Purchases	13.99% to 17.99% based on your creditworthiness. This APR will vary with the market based on the Prime Rate. APR will not exceed 25.00%.
APR for Cash Advances	**24.99%.** This APR will vary with the market based on the Prime Rate. APR will not exceed 25.00%.
APR for Balance Transfers	0% introductory APR for the first 12 billing cycles for balances transferred within 60 days from account opening. After the first 12 billing cycles, and for Balance Transfers made more than 60 days from account opening, **13.99%** to **17.99%** (based on your credit worthiness) if your Balance Transfer is treated as a Purchase, or **24.99%** if your Balance Transfer is treated as a Cash Advance. These APRs will vary with the market based on the Prime Rate.
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. Generally, we will begin charging interest on Cash Advances and Balance Transfers on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than $0.50.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://consumerfinance.gov/learnmore
Fees	
Annual Fee	**None**
Transaction Fees	
• Balance Transfer	**Three percent (3%)** of the amount of the Balance Transfer, with a **$15** minimum and no maximum.
• Cash Advance	**Three percent (3%)** of the amount of the Cash Advance, with a **$15** minimum and a **$50** maximum.
• Foreign Transaction	**Two percent (2%)** of the U. S. dollar amount of each Cash Advance or Purchase.
Penalty Fees	
• Late Payment	Up to **$35**
• Returned Payment	Up to **$35**
• Over the Credit Limit	None

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

How we determine APRs: The Purchase and Cash Advance APRs are determined by adding a Margin to the Prime Rate. The Prime Rate is the highest Prime Rate published in The Wall Street Journal Money Rates table on the fifteenth (15th) day of each month, or the next business day, if the 15th falls on a weekend or holiday.

Margin: We will add 10.74% to 14.74% to the Prime Rate to determine the APR for Purchases. We will add 21.74% to the Prime Rate to determine the APR for Cash Advances.

Cardholder Agreement: For additional information about the costs and terms of the Account, see your Cardholder Agreement, which is sent with the Card. The Cardholder Agreement and the Account will be governed by Missouri and applicable federal law, but we will rely on the provisions of Nebraska law with respect to the fees and charges (other than interest) that apply to your Account, as authorized by Missouri Revised Statutes Section 408.145. The Cardholder Agreement permits us to change the terms of this Account, including the rates, fees and other credit terms, upon notice to cardholder and subject to the provisions of applicable law.

Important: Information about the costs of credit cards is accurate as of September 30, 2013, the date this document was created. This information may have changed after that date. To find out what may have changed, call us at 855.368.0410 or write to us at UMB Bank, n.a., P.O. Box 419734, Kansas City, Missouri 64141-6734.

UMB Discover® 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 UMB Discover 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 UMB Discover credit card issued in connection with an Account we own. "Account" means your UMB Discover credit card account with us. "Card" or "Cards" refer to the UMB Discover cards, checks and Account number issued in connection with your Account. "Advance" means any credit we extend to you through your Account. The terms "Credit Limit" and "Unused Credit Limit" are defined in Section 3 below. "Purchase Advance" and "Cash Advance" are defined in Section 4. "Balance Transfer" is defined in Section 5. "Overdraft Advance" is defined in Section 6. "Finance Charge" is defined in Section 12.

2. *Use of Your Card; Annual Fee.* 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.

We retain the right to charge the Account an annual fee for participating in and maintaining your Account with us. The amount of the annual fee, if any, is disclosed on the Account Opening Disclosures. If an annual fee is shown in the Account Opening Disclosures, the fee will be charged when your Account is opened and on each anniversary thereafter. The annual fee is non-refundable for that year and will not be prorated. You may cancel your Account for any subsequent year by notifying us within thirty (30) days after the renewal fee appears on your Monthly Statement.

3. *Credit Limit.* Your Card has a "Credit Limit" established by us. 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. We may establish a portion of your Credit Limit that applies to Cash Advances (the "Cash Advance Limit"). If we create a

separate Cash Advance Limit at the time your Account is opened, that limit is shown on your 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, the total amount of your Unused Credit Limit, and the portion of your Unused Credit Limit that is available for Cash Advances will be shown on your Monthly Statement. We reserve the right at any time to increase or decrease your Credit Limit and to change your Cash Advance 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, (b) would cause the balance of your Account to exceed your Credit Limit, or (c) would cause you to exceed the Cash Advance 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, or if the transaction originates from a country in which we have recently experienced significant fraudulent Card activity.

4. *Purchase Advances and Cash Advances.* Subject to the other terms of this Agreement, we agree to make Advances which, at the time the Advance is to be made, are not in excess of your Unused Credit Limit or your Cash Advance Limit (for those transactions), to pay for: (a) the purchase of goods and services from any authorized Discover merchant, the purchase of credit insurance or debt protection coverage on your Account when you authorize it, any annual fee charged to the Account (see Section 2), return payment charges (see Section 21 below) and documentation charges (see Section 24) (all of these are called "Purchase Advances"), and (b) any cash advances made to you or on your behalf through use of your Card, by financial institutions, at automated teller machines or by others authorized to make Discover cash advances, and other transactions that are equivalent to cash, including, but not limited to, purchases of wire transfers, money orders, and travelers cheques (all of

these are called “Cash Advances”).

5. *Balance Transfers.* You may obtain an Advance under this Agreement to transfer an amount you have outstanding on an account you have with another creditor to your Account with us (a “Balance Transfer”). There are several different ways that you can obtain Balance Transfers. Depending on the method you use, the transfer may be treated as a Purchase Advance or a Cash Advance under this Agreement.

(a) If you use an instrument or a form that we have provided with the words “Balance Transfer Check” or “Balance Transfer Request” printed on it, or if you obtain a Balance Transfer by calling our Service Center at (800) 821-5184, we will treat the Balance Transfer as a Purchase Advance under this Agreement. Balance Transfers that are treated as Purchase Advances incur a Balance Transfer Fee in the amount shown in the Account Opening Disclosures, unless the special promotional materials we provide to you in connection with the Balance Transfer indicate that no Balance Transfer Fee applies. The Balance Transfer will be posted to your Account as set forth in Section 9 below, and Balance Transfers that are treated as Purchase Advances be will incur periodic rate interest charges as set forth in Section 15 below.

(b) If you use an instrument that we have provided with the words “Convenience Check” or “Cashway Check” printed on it, or if you create another instrument with the same routing and transit information on it to make a payment to another creditor or for any other purpose, including a Balance Transfer, we will treat the transaction as a Cash Advance under this Agreement. Balance Transfers that are treated as Cash Advances incur the Cash Advance Fee set forth in the Account Opening Disclosures. The Balance Transfer will be posted to your Account as set forth in Section 9 below, and Balance Transfers that are treated as Cash Advances will incur periodic rate interest charges as set forth in Section 15 below.

(c) You are not allowed to use a Balance Transfer to make a payment on this Account or on another account you have with us or with any of our related banks. We may refuse to make the Advance or return any such check or draft unpaid, even if you have a sufficient Unused Credit Limit to complete the transaction and the transaction would otherwise be within your Cash Advance Limit. Because we make Balance Transfers by check and send them to other creditors through the mail, there may be a delay in posting the Balance Transfer as a payment to your account with the other creditor, and you are responsible for keeping payments to the other creditor current. You must supply us with correct information that identifies your account with the other creditor, and we are entitled to rely on the

information you give us in processing Balance Transfer requests. If you ask us to stop payment on a Balance Transfer request, your request must reach us before we have become accountable for the payment, and we must have a reasonable period of time to process your request. The amount of any Balance Transfer we process for you will be reflected on your Monthly Statement, but we do not return paid Balance Transfer checks, Convenience Checks or Cashway Checks with your Monthly Statement.

6. *Cash Over:* If your account is eligible, we may permit you to access cash when you make a purchase at a participating merchant or store. There will be no fee associated with the cash obtained using this feature and it will be charged to your account as a purchase included with or without purchased item(s) amount. The cash may only be accessed under this feature if there is a purchase accompanying the request. The amount of cash you may have access to will be determined by us as well as by the limitations of the participating stores or merchants.

7.Overdraft Advances. (a) You or any person responsible to us for repayment of your Account may arrange with us to have your Account provide overdraft protection for an eligible UMB checking account in which any of you has an ownership interest. Your Account can only provide overdraft protection for one checking account. If you have requested and we have agreed to provide such overdraft protection, the terms and conditions governing that coverage are set forth in a separate agreement that supplements this Agreement, which we will send you when we establish your overdraft protection.

(b) In this Agreement, an Advance from your Account to cover an overdraft in your checking account is called an “Overdraft Advance.” Any Overdraft Advance will be treated as a Cash Advance under this Agreement, except that, for each Overdraft Advance, we charge the Overdraft Advance Fee shown in the Account Opening Disclosures, instead of charging the Cash Advance Fee. Each Overdraft Advance will be made in $100 increments. Overdraft Advances will be posted to your Account as set forth in Section 9 below, and the periodic rate interest charge on the Overdraft Advance will be charged as set forth in Section 15 below.

8. *Promise to Pay.* 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.

9. *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 18 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.

For purposes of 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.

10. *Posting of Advances.* Each Cash Advance will be posted to your Account as of the date the cash is advanced. If, however, the Cash Advance is a Balance Transfer obtained through use of a "Convenience Check," a "Cashway Check," or similar instrument (see Section 5 above), it will be posted as of the date the check or draft is received by us. Each Overdraft Advance will be posted to your Account as of the day your overdraft occurs. Each Purchase Advance will be posted to your Account as of the date the Purchase was made, but if the transaction is a Balance Transfer that you request through our Service Center or by using a "Balance Transfer Check" or "Balance Transfer Request Form" that we provide (see Section 5 above), the Balance Transfer will be posted to your Account with us within one (1) business day of our processing your request. If, however, a Cash Advance or Purchase Advance is made too late in a Billing Period to be posted on the Monthly Statement applicable to that Billing Period, the Cash Advance or Purchase Advance will be posted as of the first day of the next Billing Period.

11. *Foreign Transactions.* (a) Currency Conversion. If a Cash Advance or Purchase Advance is made in a currency other than U. S. dollars, Discover USA will convert the Advance into U.S. dollars. The exchange rate used to convert the transaction currency into the billing currency when processing international transactions is a rate selected by Discover from the range of rates available in wholesale currency markets for the applicable central processing date or the government mandated rate in effect for the applicable central processing date. The rate used may vary from the rate Discover itself receives.

(b) International Transaction Assessment Fee. We may assess a fee on the U. S. dollar amount of each Cash Advance or Purchase Advance occurring in a country outside the United States or a U. S. Territory. The amount of this fee is shown in the Account Opening Disclosures. This fee is in addition to any applicable Cash Advance Fee (see Section 14(a) below). The International Transaction Assessment Fee will be displayed in the "Fees" section of your Monthly Statement. The Monthly Periodic Rate and corresponding Annual Percentage Rate that apply to your Purchase Advances or Cash Advances also apply to the International Transaction Assessment Fee, as applicable (see Section 15 below).

12. *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. 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 18 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 for Purchase Advances (see Section 15(b) of this Agreement) 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 Advance or Cash Advance can be made under the program. Advances made under such promotional programs will be referred to as “Special Promotional Items.” For example, when you obtain a Balance Transfer through our Service Center or by using a “Balance Transfer Check” or “Balance Transfer Request Form” that we provide (see Section 5 above), the special promotional offer may involve a promotional rate of interest on the Balance Transfer for a specific period of time. Periodic rate interest charges, if any, will be assessed on these Balance Transfers from the date your Balance Transfer is posted to your Account. After the special promotional period has ended, any unpaid amount from the Special Promotional Item will incur the periodic rate interest charges that apply to Purchase Advances or Cash Advances under this Agreement, as applicable.

(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.

13. *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 13 below), certain transaction-based fees (see Section 14 below), and a minimum interest charge, under certain circumstances. A minimum interest charge will be charged 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.

14. *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 15) times the “Cash Advance Average Daily Balance” (for Cash Advances), the “Purchase Advance Average Daily Balance” (for Purchase Advances) and each “Promotional Purchase (or Special Promotional Item) Average Daily Balance” of your Account (as appropriate) for the Current Billing Period.

(a) Cash Advance Average Daily Balance. To figure the Cash Advance Average Daily Balance, we take the beginning Cash Advance balance each day, add any new Cash Advances as of the transaction date, and subtract any payments received or credits posted to your Account that are applied to your Cash Advance balance that day. This gives us the Cash Advance daily balance. Then we add up all the Cash Advance daily balances for the Current Billing Period and divide the total by the number of days in the Billing Period. This is the Cash Advance Average Daily Balance.

(b) Purchase Advance 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 balance of your Purchase Advances during the Current Billing Period. If full payment (excluding Deferrals) was not received by the Payment Due Date, then we assess a periodic rate interest charge on the Purchase Advance Average Daily Balance for the Current Billing Period. To figure the Purchase Advance Average Daily Balance, we take the beginning balance of your Purchase Advances each day (excluding Promotional Purchases and Special Promotional Items), add any new Purchase Advances (excluding Promotional Purchases and Special Promotional Items), and subtract any payments received or credits posted to your Account that are applied to your Purchase Advance balance that day. This gives us your Purchase Advance daily balance. Then we add up all the Purchase Advance daily balances for the Current Billing Period and divide the total by the number

of days in the Billing Period. This is the Purchase Advance Average Daily Balance.

(c) 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.

15. *Transaction-Based Finance Charges.* (a) Cash Advance Fee. A Cash Advance Fee will be charged to your Account for each Cash Advance, including a Balance Transfer that is treated as a Cash Advance (see Section 5 above). However, a different fee is charged for an Overdraft Advance, even though it is otherwise treated as a Cash Advance (see subsection (c) below). The amount of the Cash Advance Fee is set forth in the Account Opening Disclosures. The Cash Advance Fee is a Finance Charge, and will be posted to your Account as of the date of the Cash Advance.

(b) Balance Transfer Fee. A Balance Transfer Fee will be charged to your Account for each Balance Transfer that is treated as a Purchase Advance (see Section 5 above). The amount of the Balance Transfer Fee is set forth in the Account Opening Disclosures. This fee is a Finance Charge, but when the Balance Transfer is treated as a Purchase Advance, the amount of the Balance Transfer Fee is added to the Purchase Advance daily balance, within one (1) business day after we process your Balance Transfer request.

(c) Overdraft Advance Fee. An Overdraft Advance Fee will be charged to your Account for each Overdraft Advance. The amount of the Overdraft Advance Fee is shown in the Account Opening Disclosures. The Overdraft Advance Fee is a Finance Charge, and will be posted to your Account as of the date of the Overdraft Advance.

(d) International Transaction Assessment Fee. The International Transaction Assessment Fee is also a transaction-based Finance Charge assessed to your Account (see Section 10(b) above). The amount of the

fee is shown in the Account Opening Disclosures. The International Transaction Assessment Fee is a Finance Charge, and will be added to your daily balance of Purchase Advances or Cash Advances (depending on whether the transaction a Purchase Advance or a Cash Advance) as of the date we post the international transaction to your Account.

16. *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 Cash Advance Average Daily Balance and on the Purchase Advance Average Daily Balance of your Account. A different Annual Percentage Rate may apply to Cash Advances and to Purchase Advances. Each such rate in effect during the Billing Period will be identified on the front of the last page of your Monthly Statement in the "Interest Charge Calculation" section. Each such Annual Percentage Rate is a variable rate that is subject to change. The periodic rate interest charge for Purchase Advances and for Cash Advances will not exceed **25.00% Annual Percentage Rate**.

(a) Introductory Periodic Interest Rate and Introductory Annual Percentage Rate for Purchase Advances. For a specified period of time after your Card is issued (the "Introductory Period"), an introductory monthly periodic interest rate and a corresponding introductory Annual Percentage Rate (the "Introductory Rates") will apply to all Purchase Advances on your Account. The Introductory Rates do not apply to Cash Advances. The length of the Introductory Period and the introductory Annual Percentage Rate on Purchase Advances are shown in the Account Opening Disclosures.

(b) Standard Periodic Interest Rate and Annual Percentage Rate for Purchase Advances and Cash Advances. The standard periodic interest rate that applies to Purchase Advances (after the end of the Introductory Period) and to Cash Advances (during the Introductory Period and thereafter) is determined by taking the applicable "Base Rate" (see Section 16(a)), adding the applicable "Standard Margin" (see Section 16(b)), and dividing that sum by twelve. The standard Annual Percentage Rate applicable to Purchase Advances and Cash Advances is determined by taking the applicable Base Rate and adding the applicable Standard Margin. The variable Annual Percentage Rate for Purchase Advances (assuming there had been no Introductory Period) and Cash Advances that apply as of the date this Cardholder Agreement is provided is printed in the Account Opening Disclosures. Because the Base Rate is a variable rate (see Section 16(a)), the Annual Percentage Rate for Purchase Advances (after the end of the Introductory Period) and the Annual

Percentage Rate for Cash Advances will change over time from the rates shown in the Account Opening Disclosures. The Annual Percentage Rate for Purchase Advances and Cash Advances may increase if the Base Rate increases (see Section 16(a)). The interest rate will never exceed the maximum rate permitted by applicable law. Any increase in an 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) 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, and may be a variable rate. If the interest rate is variable, it is determined in the same way as described in Section 16 below, except that the "Standard Margin" may be different, depending on what is stated in the printed material you received. The interest rate will never exceed the maximum rate permitted by applicable law. Any increase in an 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.

17. *Base Rate and Margins.* (a) Base Rate. After the expiration of the Introductory Period (for Purchase Advances), and beginning the first month after we issue your Card (for Cash Advances), the "Base Rate" used to determine your monthly periodic interest rate and the applicable Annual Percentage Rate will be adjusted each month to equal the rate disclosed as the "Prime Rate" as published in the "Money Rates" section of *The Wall Street Journal* on the 15th day of such month (or on the next business day, if the 15th falls on a weekend or a holiday). Each such adjusted Base Rate will be used to determine your monthly periodic interest rate that will be used to compute the monthly periodic rate interest charge assessed during the Billing Period that has a Statement Closing Date later than the last day of the month in which such Base Rate was redetermined and readjusted. If more than one Prime Rate is listed in that publication on the day that the Prime Rate is determined under this Agreement, the average of the published rates will be used. If, at any time, *The Wall Street Journal* ceases to publish the Prime Rate, we will select a new index that is based on comparable information.

(b) Standard Margin. At the end of the Introductory Period (for Purchase

Advances), and beginning the first month after your Card is issued (for Cash Advances), the “Standard Margin” used to figure your periodic interest rate depends on whether the transaction is a Purchase Advance or a Cash Advance. The applicable Standard Margin (which is the number of percentage points that will be added to the Base Rate) for Purchase Advances and for Cash Advances is set forth in the Account Opening Disclosures.

18. *Grace Period.* (a) Cash Advances. There is no grace period for Cash Advances.

(b) 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.

(c) Purchase Advances. We do not charge periodic rate interest charges on Purchase Advances (including on Special Promotional Items that are not Cash Advances, 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 Purchase Advance balance that was paid that month, but will charge periodic interest charges on the amount of your Purchase Advance balance that remains unpaid beginning on the first day of your Next Monthly Statement.

19. *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 11 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.

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.

20. *Late Charge.* If you fail to pay the minimum portion of your New Balance, as required in Section 18 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.

21. *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 (as referenced in Section 15), 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.

22. *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. If we convert your check to an electronic debit that is returned to us unpaid, the same return payment charge that applies to checks will apply to the electronic debit.

23. *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.

24. *Participation in Rewards Program.* Your participation in our Rewards Program is subject to the Rewards Program rules which will be sent to you when you enroll in the Rewards Program. Your Rewards balance will appear on your Monthly Statement immediately following your monthly transaction summary.

25. *Documentation Charge.* 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. The documentation charge 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.

26. *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.

27. *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.

28. *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.

29. *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.

30. *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.

31. *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. 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.

32. *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.

33. *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. In addition, we may provide personal information about you to Discover Financial Services (as applicable), its members or their or our respective contractors for the purpose of providing emergency cash and emergency card replacement services, to fulfill any rewards you earn if you participate in our Rewards Program, or to provide any other Account benefit to which you are entitled. If a name other than UMB Bank appears on the front of your Card, your Card is issued as part of a Co-Brand relationship between UMB Bank 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 UMB Bank and that company from time to time.

34. *Governing Law.* This Agreement, your Card, your Account and all transactions hereunder are governed by Missouri and federal law. 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.

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

36. *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.

37. *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.

UMB Bank, n.a. has imposed certain restrictions on the amount that we may charge a Cardholder for the unauthorized use of a Card. In general, when the Card is used for a UMB Bank, n.a transaction (other than an ATM transaction or a transaction on a commercial card), you have no liability. You must promptly report the claim to us, and you must not have acted grossly negligent or fraudulently in handling your Card. The UMB Bank, n.a. rules will apply to all applicable losses as a result of unauthorized use of the Card, unless the UMB Bank, n.a. rules are repealed or revised.

38. *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 Services, P.O. Box 419734, Kansas City, MO 64141-6734.

When you write 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 Services, P.O. Box 419734, Kansas City, MO 64141-6734.

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.

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Discover® and the Discover acceptance mark are service marks used by UMB Bank, N.A, under license from Discover Financial Services.