

This cardholder agreement (“Agreement”) is for your Account with Commerce Bank, and the Card(s) which has/have been given to you in connection with your Account. Such Account and Card(s) provide you with credit card services and ATM Services. “You” and “your” mean any applicant for the Account and any person using the Account and/or related Card(s) with the expressed or implied permission of any of the applicants. Any person whose name appears on the Account for the Card(s) accompanying this Agreement consents, either by using or permitting another to use the Card(s), to all provisions of this Agreement. “We”, “us” and “our” means Commerce Bank, our successors and assigns.

**This Agreement contains an arbitration provision, a class action waiver, and a jury trial waiver. Please read the entire section titled “DISPUTE RESOLUTION - ARBITRATION” and the section titled “DISPUTE RESOLUTION – JURY TRIAL WAIVER.”**

#### In this Agreement:

**Account** is your credit card account.

**Annual Fee** is a fee charged on a yearly basis for your continued use of the Account.

**APR** is Annual Percentage Rate.

**ATM** is Automated Teller Machine.

**Balance Transfer** is an advance made when transferring a balance from another creditor to your Account.

**Business Days** are Monday through Friday. Federal holidays are not included.

**Card** is the credit card(s) given to you in connection with your Account.

#### Cash Advance includes:

- **Non-Overdraft Cash Advance** is an advance made by means of an electronic device or machine, or a financial institution teller, or for the purchase of wire transfers, non-U.S. currency, travelers’ checks, money orders, lottery tickets and casino gaming chips.
- **Overdraft Cash Advance** is an advance made by means of overdraft protection.

**Cash Limit** is the maximum dollar amount of your Revolving Credit Line, as defined herein, available for Non-Overdraft Cash Advances.

**Charges** are costs imposed as part of this Agreement and include both interest and fees.

**Convenience Check** is a check provided to you to access credit from your Account.

**Daily Balance** is determined, for each day in the billing cycle, by taking the beginning balance, adding any new transactions or other debits, (excluding any active Installment Plans) and subtracting any payments or other credits.

**Daily Periodic Rate** is the APR divided by 365.

**Fees** are non-Interest Charges, including transaction fees.

**Grace Period** means the period of time during the billing cycle when you will not accrue Interest Charges on certain transactions or balances.

**Installment Plan** is a feature that can be used to make fixed monthly payments over a pre-selected number of billings cycles for qualifying transaction(s).

**Installment Plan Fee** is a fee charged on a monthly basis on all active Installment Plans.

**Interest Charges** are the portion of Charges attributed to periodic interest rates.

**New Balance** is the amount you owe Commerce Bank as of the current Statement. This amount includes any past due balance, as well as all Fees and Interest Charges incurred during the billing cycle.

**PIN** is Personal Identification Number.

**Prime Rate** is the U.S. Prime Rate published in The Wall Street Journal in its column called “Money Rates” on the last Business Day of each month.

**Promotional Balance** is the balance subject to the Promotional Rate. Balances subject to Introductory Rates are included.

**Promotional Rate** is a rate other than the standard rate, tied to a special offering. A Promotional Rate offered when you open your Account may be called an Introductory Rate.

**Purchase** means purchase of merchandise or services on the Account plus related Charges and does not include any Balance Transfer, Convenience Check, Cash Advance, Installment Plan and related Fees or Interest Charges.

**Revolving Credit Line** is the maximum dollar amount of your Account balance you can carry over from month to month, less Fees and Interest Charges.

**Statement** is your billing statement.

## CREDIT CARD SERVICES

The following provisions relate only to credit card services except as otherwise applicable.

### ACCOUNT DESCRIPTION

We will grant you a Revolving Credit Line as determined by us. Your Revolving Credit Line is the maximum dollar amount of your Account balance you can carry over from month to month. Your Revolving Credit Line will be indicated on your Statement.

Your Account is also subject to a No Pre Set Spending Limit. No Pre Set Spending Limit does not mean unlimited spending; rather each charge that causes your Account balance to exceed your Revolving Credit Line will be evaluated by us based on several factors. These factors include, but are not limited to, Account usage and performance, payment resources, other Account relationships with us, if applicable, and your experience with other creditors.

Your Account is subject to a Cash Limit equal to the amount of your Revolving Credit Line less outstanding balances, including Fees and Interest Charges and will be indicated on your Statement. Your outstanding balance will limit Cash Advance availability. The Cash Limit

does not apply to Overdraft Cash Advances. Overdraft Cash Advances will be subject to the term of the Account’s No Pre Set Spending Limit.

We may increase, reduce or cancel your Revolving Credit Line and/or Cash Limit at any time without prior notice or liability. A change to your Revolving Credit Line and/or Cash Limit will not affect your obligation to pay us.

We may decline, at any time in our sole discretion, an authorization request for any transaction for any reason, included but not limited to:

- operational considerations,
- your Account is in default,
- we suspect fraudulent or unlawful activity

We may also request additional information from you at any time to evaluate a transaction request or your use of the Account generally.

We are not responsible for any losses or damages, including consequential damages, if a transaction on your Account is declined, either by us or a third party, even if you have sufficient credit available.

### INSTALLMENT PLAN

Installment Plans may be available for eligible Accounts to initiate and can be used for qualifying transaction(s) only; and not for a Cash Advance, Balance Transfer, or any Fee owed to us. When selecting an Installment Plan, the qualifying transaction(s) will be moved to an Installment Plan balance and may be subject to an Installment Plan Fee instead of the periodic interest rate. If you do not pay your entire Installment Plan balance in the pre-selected amount of billing cycles any remaining balance will be transferred to your applicable Purchase or Convenience Check balance and your respective periodic interest rate applied.

We may limit the number of active Installment Plans you can have at one time and reserve the right to change this number at any time. Installment Plans cannot be cancelled after they have been set up, but you can choose to pay the Installment Plan early by paying the new balance, shown on your most recent Statement, in full. If you pay an Installment Plan off early, you will not incur any future Installment Plan Fees for that Installment Plan.

In the event you return items from an Installment Plan, we will choose how to apply the credit to your existing Account balances, including whether to apply a credit to an Installment Plan balance or a different balance.

### PROMISE TO PAY

You promise to pay for all Purchases, Balance Transfers, Convenience Checks, Installment Plans and Cash Advances made by you through the use of the Account. In addition, you promise to pay all other amounts owed due to use of the Account by anyone else you authorize to use the Account until such person’s authority is ended. You may only end such person’s authority by notifying us in writing and returning to us any Card such person may have. All of you are responsible, both together and individually, for the entire Account balance even though only one of you uses the Account.

### BILLING STATEMENTS

You will receive a Statement periodically (normally monthly). Your payment is due within 25 days from the date of the Statement (payment due date).

### PAYMENT OPTIONS

You may pay the new balance shown on your Statement each month or you may pay in monthly installments. If you decide to pay in monthly installments, you must pay at least the minimum payment on your Statement. Any amount that exceeds your Revolving Credit Line will be added to your minimum payment and will be due and payable when you receive your Statement. The minimum payment includes the sum of all active Installment Plan payments due, any amount that exceeds your Revolving Credit Line **plus** the greater of:

- \$30.00 or the full amount of your New Balance (excluding any active Installment Plan balances) if it is less than \$30.00; or
- 1.00% of your New Balance (or your Revolving Credit Line if your New Balance exceeds your Revolving Credit Line; excluding any active Installment Plan balances) plus any amounts that are past due, plus Fees (excluding Balance Transfer and/or Convenience Check Fees) and Interest Charges accumulated during the billing period.

When a payment is posted to your Account, we reserve the right to restrict or delay all or part of the available credit created by the payment. The restriction or delay of the available credit is for risk management or other related purposes, including but not limited to protection against actual or potential fraudulent activities or unauthorized transactions.

### OVERDRAFT PROTECTION

If you select overdraft protection, a Cash Advance will be made to cover an overdraft in your designated Commerce Bank deposit account. Such Overdraft Cash Advances will be in the amount of \$50.00 or multiples of \$50.00. If the designated deposit account is a joint account, you will be liable for all overdrafts on the account regardless of which joint account owner caused, or benefited from the overdraft. Each Overdraft Cash Advance is at our discretion. We may permit or refuse to permit any Overdraft Cash Advance that would cause you to exceed the Cash Limit on your Account. We are not liable or responsible for any check drawn that may for any reason be returned or otherwise dishonored. We may cancel this overdraft feature at any time without notice.

**BALANCE ON WHICH INTEREST CHARGES ARE CALCULATED**

If you accrue any Interest Charges on your Account at a variable rate, that rate will be calculated by adding a margin to the Prime Rate. **Please see the ACCOUNT OPENING DISCLOSURE, which is part of this Agreement, for specific information regarding the APRs used to compute your Interest Charges.**

We calculate your Daily Balance for each day in the billing cycle by taking your beginning balance, adding any new transactions (excluding any active Installment Plans) or other debits, and subtracting any payments (excluding payments toward any active Installment Plan) or other credits. We multiply the Daily Balance by the Daily Periodic Rate to get your Interest Charges for that day. We add these Interest Charges to your Daily Balance to get the beginning balance for the next day. We do this for all days on which you have a balance owing on the Account, disregarding any credit balance, for the billing cycle.

We add all the daily Interest Charges and round the sum to the next highest cent to get your total Interest Charges for that billing cycle. We do this calculation separately for each type of balance.

The Prime Rate used to determine the APR on your Account is the U.S. Prime Rate published in *The Wall Street Journal* in its column called "Money Rates" on the last Business Day of each month. Although each Daily Periodic Rate is determined by an index published prior to the first day of each calendar month, the respective Daily Periodic Rate will only become effective and charged as of the first day of the monthly billing period following the respective calendar month in which the index is so published. No representation is made that the U.S. Prime Rate is the lowest, the best or the favored rate of interest. If for any reason *The Wall Street Journal* no longer publishes the "Money Rates" column, then we will choose a new index based on comparable information. An increase in the Prime Rate will cause your interest rate to increase and may cause your minimum monthly payment to increase.

**INTEREST CHARGE COMPUTATION**

- **ON PURCHASES:** Interest Charges begin to accrue on the transaction date, provided such date will never be later than the date the Purchase is posted to the Account or earlier than the first day of the billing cycle for the Statement on which such transaction is shown. Purchases are subject to a Grace Period. If the previous balance is zero or was paid in full by the payment due date shown on your Statement, no Interest Charge will be assessed on current Purchases.
- **ON BALANCE TRANSFERS OR CONVENIENCE CHECKS:** Except for Convenience Checks associated with Installment Plans, Interest Charges begin to accrue on the date of the Balance Transfer or Convenience Check, provided such date will never be later than the date the Balance Transfer or Convenience Check is posted to the Account or earlier than the first day of the billing cycle for the Statement on which such transfer or check is shown.
- **ON CASH ADVANCES:** Interest Charges begin to accrue on the date of the Cash Advance, provided such date will never be later than the date the Cash Advance is posted to the Account or earlier than the first day of the billing cycle for the Statement on which such advance is shown.
- **ON INSTALLMENT PLANS:** No Interest Charges are applied to active Installment Plans.

**TOTAL INTEREST CHARGE COMPUTATION**

We add Interest Charges for each type of balance (excluding active Installment Plans) to obtain your total Interest Charge for each billing cycle.

**PENALTY RATE AND WHEN IT APPLIES**

If at any time we have not received the required minimum monthly payment within 60 days of the respective payment due date, we may increase the applicable APR to a penalty APR ("Penalty Rate"). **Please see the ACCOUNT OPENING DISCLOSURE for information regarding the Penalty Rate for your Account.** The Account may be eligible for your standard Daily Periodic Rates and corresponding APR for each type of balance after you have met the terms of this Agreement for six consecutive billing cycles after the monthly Statement on which the Penalty APR first appears. Otherwise, the Penalty Rate may apply indefinitely.

**TERMINATION OF INTRODUCTORY OR PROMOTIONAL RATES**

If during an Introductory or Promotional Rate period, we have not received the required minimum monthly payment within 60 days of the respective payment due date, we will increase the applicable APR to the Penalty APR. Introductory and/or Promotional Rates will not be reinstated.

**TERMINATION OF INSTALLMENT PLAN**

If, during a period when an active Installment Plan is associated with the Account, we have not received the required minimum monthly payment within 60 days of the respective payment due date, we will cancel the Installment Plan and will apply the Penalty APR. The Installment Plan cannot be reinstated or recreated.

**FEES****Transaction, Annual and Penalty Fees:**

Please see the **ACCOUNT OPENING DISCLOSURE** for information regarding the specific Fees that may be charged to your Account. Your

Installment Plan Fee will be displayed at the point of purchase as part of your purchase confirmation or Convenience Check offer.

**Minimum Interest Charge**

A minimum Interest Charge will be imposed in any billing cycle for which an Interest Charge is payable and will appear on your Statement as a Fee.

**Balance Transfer Or Convenience Check Transaction Fee**

You will be charged a transaction Fee, with a minimum and no maximum, for each Balance Transfer and/or Convenience Check posted to your Account.

**Non Overdraft Cash Advance Transaction Fee**

You will be charged a transaction Fee, with a minimum and no maximum, for each Cash Advance posted to your Account.

**Overdraft Cash Advance Transaction Fee**

You will be charged a transaction Fee for each Cash Advance resulting from the overdraft protection.

**Installment Plan Fee**

You may be charged an Installment Plan Fee for each Installment Plan. Each Installment Plan Fee will be disclosed prior to establishing the Installment Plan and charged monthly throughout the Installment Plan duration. The Installment Plan Fee will appear on your Statement.

**Annual Fee**

Your Account may have an Annual Fee that will be added annually to your Account. **Please see the ACCOUNT OPENING DISCLOSURE for information regarding the specific fee, if any, for your Account.**

The imposition or payment of an Annual Fee does not affect or limit our right to terminate this Agreement, cancel your Account, and demand payment, in a manner permitted by law, of any amounts owed on your Account.

**Foreign Transactions**

Please see the **ACCOUNT OPENING DISCLOSURE** for information regarding the specific Fees that may be charged to your Account related to foreign transaction.

Visa and Mastercard Purchases, cash withdrawals and Cash Advances made in currencies other than U.S. Dollars will be converted to U.S. Dollars under regulations established by VISA® International and Mastercard® International. Visa conversion will be at a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. Mastercard conversion will be at a rate selected by Mastercard, typically either a government-mandated rate or a wholesale rate provided to Mastercard. Conversion to U.S. dollars may occur on a date other than the date of the transaction. Therefore, the conversion rate may be different from the rate in effect at the time of the transaction. You agree to pay the converted amount plus the applicable foreign transaction Fee. For Purchases, cash withdrawals, and Cash Advances made in U.S. dollars outside of the United States and its territories, you agree to pay the transaction amount, plus the applicable foreign transaction Fee.

**Late Payment Fee**

For each payment not received by the payment due date, we may charge a fee ("Late Payment Fee"). The first time you are late making the required minimum monthly payment ("Late Payment First Occurrence"), a **\$29** Late Payment Fee may be imposed. After the Late Payment First Occurrence, if you make a late payment at anytime during the next six billing cycles ("Late Payment Second Occurrence"), a **\$40** Late Payment Fee may be imposed. After the Late Payment Second Occurrence, any subsequent late payment during the next six billing cycles will also incur a **\$40** Late Payment Fee. At no time will the Late Payment Fee exceed the amount of the required minimum monthly payment.

**Other Fees****Returned Payment Fee**

No Fee will be charged for any check or other form of payment sent to us which is returned unpaid.

**Returned Item Fee**

If we decline to honor a Convenience Check or when payment of a Convenience Check is stopped at your request, we may charge a fee ("Returned Item Fee"). The first time we decline to honor a Convenience Check or when payment of a Convenience Check is stopped at your request ("Returned Item First Occurrence"), a **\$29** Returned Item Fee may be imposed. After the Returned Item First Occurrence, if we decline a Convenience Check or you request stop payment of a Convenience Check at anytime during the next six billing cycles ("Returned Item Second Occurrence"), a **\$40** Returned Item Fee may be imposed. After the Returned Item Second Occurrence, any subsequent declined Convenience Check or stop payment of a Convenience Check during the next six billing cycles will also incur a **\$40** Returned Item Fee. At no time will the Returned Item Fee exceed the amount of the Convenience Check.

**Convenience Checks and Document Copy Charges**

Charges for Convenience Checks and requests for copies of sales drafts, Statements or other documents related to your Account may be billed on your Account as Purchases in accordance with the fee schedule established by us from time to time. No charge will be made for copy requests related to billing error resolution within 60 days of the disputed transaction.

## TOTAL FEE COMPUTATION

We add all Fees assessed to obtain your total Fees for each billing cycle (excluding transaction Fees for Balance Transfers and/or Convenience Checks and Installment Plan Fees). We will assess Fees for Balance Transfers and/or Convenience Checks to your Account in the same balance category to which the transaction is posted. Installment Plan Fees will be charged monthly throughout the Installment Plan duration.

## CANCELLATION

To the extent permitted by law, Commerce Bank may cancel your Account, refuse to allow further transactions against your Account or revoke your Card(s) at any time (whether or not you are in default of any part of this Agreement) including, without limitation, when any affiliation you may have with a sponsoring organization ceases or when any agreement we may have with the sponsoring organization is terminated. Cancellation of your Account will not affect your liability to us for credit we have extended to you, including amounts not yet billed to your Account. We may cancel your Account without prior notice or liability. You must surrender the Card(s), either upon a direct request by us, or any other bank or merchant who is acting upon our instructions.

## CONDITIONS OF DEFAULT

We may consider you to be in default if we do not receive a required payment when due, including the minimum payment by the date shown on your Statement; you fail to comply with the terms of this Agreement; you make any false or misleading statements or omissions on your application; you file a bankruptcy petition or have one filed against you; we obtain information that causes us to believe that you may be unwilling or unable to pay your debts to us or to others on time including, but not limited to, your failure to make any payment to us on any other indebtedness or loan; you are declared incompetent by a court or a court appoints a guardian/ conservator for you or your assets; or you die.

If we consider your Account to be in default, we may close your account without notice and require you to pay the balance in a manner permitted by law (subject to applicable law regarding notice or right to cure). To the extent permitted by law, if you are in default you will pay our collections costs, attorneys' fees, court costs, and all other expenses of enforcing our rights under this Agreement.

## ALLOCATION OF PAYMENTS

We will allocate your minimum payment in the manner we determine. If there are any active Installment Plans associated with the Account, we will apply payment to the Installment Plan(s) first. We will then apply the amount in excess of the minimum payment to balances with higher APRs before balances with lower APRs and then to any Installment Plan balance(s) in order of earliest Installment Plan expiration date.

## RECEIPT OF PAYMENTS

Payments received before 5 PM CT at the address shown on your Statement on any of our regular Business Days will be posted as of the date of receipt. Payments made in person before the close of business to an employee at a Commerce branch will be posted as of date of receipt. Payments mailed to the address shown or made in person at a branch must be accompanied by the Account number or payment stub, and in the form of a check or money order in U. S. Dollars drawn on a U. S. financial institution. Do not send cash through the mail. A delay in crediting the payment to your Account may occur if the payment does not meet these requirements for making payments (conforming payments). In no case shall such delay exceed five days from receipt of such payment.

The cutoff time for payments made on any of our regular Business Days through Commerce as transfers from your Commerce deposit account are as follows: Commerce ATM, 7:00 PM CT; Commerce Online Banking, including Mobile Banking, 7:00 PM CT; Commerce Account Information Line, 7:00 PM CT; Commerce Collections Department, 11:00 PM CT. A payment made through Commerce Online Bill Pay will be posted on the Pay Date.

Conforming payments received after the respective cutoff time will be posted no later than the next Business Day. Payments made by a third-party payor, will be posted as of the date we receive the payment.

When the due date falls on a weekend or holiday, your payment due date will be on the next Business Day.

We may accept late payments, partial payments or checks and money orders (or accompanying written communication) containing a statement to the effect that the instrument was tendered as "payment in full," full satisfaction of a disputed claim or other similar language without losing any rights under this Agreement or under the law. All such payments or written communications must be mailed to: **Commerce Bank, P.O. Box 410857, Kansas City, MO 64141-1857.**

## CHANGE OF TERMS

Provided the Account is meeting the terms of this Agreement: (1) We will not increase an introductory APR during any Introductory Rate period; and (2) We will not increase any APR, Annual Fee or minimum Interest Charge for 12 months following account opening, except for increases due to the expiration of an Introductory or Promotional Rate period, if any; changes in the Prime Rate; completion or failure of a temporary hardship arrangement; application of a Penalty Rate; or the end of military service to which the provisions of the Servicemembers Civil Relief Act (SCRA) apply ("Exceptions"). Otherwise, we may change the terms of the Agreement at any time, after notice and the right to reject if required by law. Changes in any APR, other than the stated Exceptions, Annual Fee or minimum Interest Charge will apply to new transactions created after the end of the 14th day following our providing notice to you. If you reject a change, your Account will be cancelled and you will no longer be able to use the Account.

Cancellation of your Account will not affect your liability to us for credit we have extended to you, including amounts not yet billed to your Account.

## ELECTRONIC RECORDS

You agree that this document and all paper records related to your Account and whether or not the other paper records were submitted, received or obtained in advance of, contemporaneously with or subsequent to, the delivery of this document may, at the option of Commerce Bank, be converted by any digital or electronic method or process to an electronic record or subsequently further converted or migrated to another electronic record format or electronic storage medium. You further agree that upon conversion to an electronic record as authorized herein such electronic record shall be the record of the transaction and the electronic record shall have the same legal force and effect as the paper documents from which it was converted. You waive any legal requirement that any documents digitally or electronically converted be embodied, stored, or reproduced in a tangible media. You undersigned and agree that a printed or digitally reproduced copy of the electronic record shall be given the same legal force and effect as a signed writing. In addition, you authorize and agree to destruction of the paper documents by Commerce Bank upon conversion of the paper documents to a digital or electronic record.

## COMMUNICATIONS CONSENT

You expressly consent and agree that Commerce Bank and their affiliates, agents, vendors, collections agencies, and service providers may use written, electronic or verbal means to contact you. The ways in which we may contact you include, but are not limited to, contact by manual calling methods, live operator calls, prerecorded or artificial voice calls and messages, text messages, emails, and/or automatic telephone dialing systems. You agree that Commerce Bank and their affiliates, agents, vendors, collections agencies, and service providers may contact you by using any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you incur charges as a result. Phone numbers and email addresses, you provide include those you give to us, those from which you contact us or which we obtain through other means. Message and data rates may apply.

## Indemnification

If you provide telephone number(s) for which you are not the subscriber, you understand that you shall indemnify us for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s) provided. In the event any of your contact information changes, you agree to immediately notify us.

## Communication Revocation

If you do not want to receive communications as described in the previous paragraph, you must: (i) provide us with written notice revoking your prior consent, (ii) in that written notice, you must include your name, mailing address, and the last four digits of your Account number; (iii) advise whether you would like communications to cease via mail, voice calls, telephone number(s), email, text/SMS, or cease in all forms; (iv) if you are requesting communications to cease via telephone number(s) and/or email, please provide the specific phone number(s) and email address; (v) you must send this written notice to:

## Commerce Bank

**Attention – Commerce Bank Customer Service  
P.O. Box 411036, Kansas City, MO 64141-1036**

## Telephone Conversation Recording

You consent and agree that our staff may monitor and/or record phone calls between you and our representatives without additional notice to you, including but not limited to calls we make to service your account or collect debt(s).

## MILITARY LENDING ACT DISCLOSURE

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). You can call toll free to 855-225-1576 to hear the applicable required Military Lending Act disclosures.

## MISCELLANEOUS PROVISIONS

You also agree that:

- We may refuse to extend credit to you or anyone using your Account or Card(s).
- We will not be liable or responsible for anyone's refusal to honor your Card(s).
- Each Account you have with us is separate from any others you have with us, and Interest Charges will be charged on each Account's balance at the APR given with each Agreement. Each individual Account will be designated by an individual Account number.
- Your Card(s) are Commerce Bank property.
- We may change the premium enhancements offered at any time without further notice to you.
- Merchants with whom you've shared your Account number may be updated with new Account information to ensure the continuation of your payment agreement.
- You will not use your Card(s) for any purpose that has been deemed illegal. We reserve the right to deny authorization requests from online gambling merchants, whether or not online gambling is illegal in the state in which you reside.

- **Commerce Bank may share your Account experience and transaction information with its Affiliates, which are members of the Commerce Family of Companies as defined in your Privacy Statement. Unless you call 1-800-543-4845, you agree that Commerce Bank and its Affiliates may also share other information about you or your Account.**
- You must notify us immediately at **Commerce Bank, P.O. Box 411036, Kansas City, MO 64141-1036**, if you believe any information we reported to a credit reporting agency is inaccurate.

#### SECURITY INTEREST

Collateral securing other loans with us may also secure this indebtedness.

#### CHANGES IN ADDRESS

You agree to notify us immediately if you change your address.

#### INTERPRETATION

The Agreement shall be governed by applicable federal law and regulations. To the extent not preempted by applicable federal law, this Agreement shall be governed by the laws of the state of Missouri, but Commerce Bank 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.

#### Your Billing Rights: Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

#### What To Do If You Find A Mistake On Your Statement

If you think there is an error on your Statement, write to us at: **Commerce Bank, P.O. Box 411036, Kansas City, MO 64141-1036**. You may also send us this information **via fax at 1-816-234-2811**.

In your letter, give us the following information:

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

You must contact us:

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

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

#### What Will Happen After We Receive Your Letter

##### **When we receive your letter, we must do two things:**

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

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

- We cannot try to collect the amount in question or report you as delinquent on 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 Charges 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 Charges and Fees. We will send you a Statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

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

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

#### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have Purchased with your credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the Purchase.

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

1. The Purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your Purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

2. You must have used your credit card for the Purchase. Purchases made with Cash Advances 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 criteria above are met and you are still dissatisfied with the Purchase, contact us in writing at:

**Commerce Bank P.O. Box 411036, Kansas City, MO 64141-1036**

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

#### LIABILITY FOR UNAUTHORIZED USE

If your name appears on the Account for the Card(s) accompanying this Agreement, then by using or permitting another to use the Card(s) and/or PIN, you agree to all the provisions of this Agreement, including, but not limited to your promise to pay. You will not be liable for unauthorized use that occurs after you notify Commerce Bank orally or in writing. Notification of loss, theft or possible unauthorized use may be mailed to **Commerce Bank, P.O. Box 411036, Kansas City, MO 64141-1036**, or you may call **1-800-645-2103**.

#### DISPUTE RESOLUTION – ARBITRATION

**PLEASE READ THIS SECTION CAREFULLY. IT PROVIDES THAT, WITH LIMITED EXCEPTIONS, YOU AND WE MAY ELECT TO RESOLVE ANY DISPUTES BETWEEN YOU AND US BY BINDING ARBITRATION. IF ARBITRATION IS ELECTED, YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT, AND YOU AND WE WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING.**

**YOU HAVE THE RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE AS SET FORTH BELOW.**

#### Agreement to Arbitrate

You and we agree that either of us may elect to resolve any Claims (as defined below) through binding arbitration unless you opt out of the agreement to arbitrate as set forth below, or unless prohibited by law. If you or we elect to resolve a Claim through arbitration, neither you nor we will have the right to pursue such claim in court or have a jury decide the claim, nor will you or we have the right to bring or participate in any class or other representative action in court or in arbitration.

What Claims are Subject to Arbitration? As used in this section, the term "Claim" has the broadest possible meaning and includes, but is not limited to, any unresolved disagreement, controversy, dispute, or cause of action between you and us, whether preexisting, present or future, arising out of, related to or concerning this Agreement, your Account, the services provided pursuant to this Agreement, optional features including but not limited to Special Connections<sup>SM</sup> and toggle<sup>®</sup>, any relationship between you and us, or any advertisement or solicitation, whether such Claim is asserted or brought in a direct, derivative, assignee, survivor, successor, beneficiary or personal capacity. Without limiting the foregoing, the term "Claim" also includes any unresolved disagreement, controversy, dispute, or cause of action between you and us arising out of, related to or concerning any fees or charges relating to any Account(s), and any services relating to any Account(s), optional features including but not limited to Special Connections<sup>SM</sup> and toggle<sup>®</sup>, on-line or telephone banking services, communication methods and practices we may use to service your Account, and ATM services. It also includes any disputes you have with our agents, contractors, employees, officers or assignees, any merchants with whom you use the Account, any credit reporting agencies to whom we report the Account or any other third party that has been involved or becomes involved with, or whose trademarks are used in connection with, any purchasing, marketing, soliciting, servicing or credit reporting activity relating to your Account. The Claims covered by this agreement to arbitrate include, without limitation:

- Any disputes regarding: the application you prepared in connection with the issuance of your Account; any solicitation or advertising materials you received in connection with your Account; any activities relating to the maintenance or servicing of your Account; and any funds held by the Bank in connection with your Account;
- Any disputes arising from the collection of amounts you owe in connection with your Account or the manner of collection;
- Any disputes concerning the dollar amount of payments made or transactions posted to your Account;
- Any disputes concerning the processing of items or funds transfers sent to the Bank for the purpose of posting to your Account;
- Any disputes regarding information obtained by us from, or reported by us to, credit bureaus or others;
- Any disputes related to insurance or other services or products purchased from us in connection with your Account;
- Any disputes regarding communications involving telephones, automatic dialing systems, artificial or prerecorded voice messages, SMS text messages or facsimile machines; and
- Any disputes concerning the relationships resulting from this Agreement, your Account or any of the foregoing.

The term "Claim" includes claims of every kind and nature, including but not limited to, initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. For purposes of this section, "we," "us," and "our" includes Commerce Bank, any corporate parent, subsidiaries, affiliates, employees, officers, directors, agents, controlling persons and representatives, as well as any person or entity who provides any services in connection with this Agreement or who is named as a co-defendant with us in a Claim asserted by you.

**What Disputes are Not Subject to Arbitration?** Notwithstanding any other language herein, the term "Claim" shall not include any dispute or controversy regarding the validity, enforceability, coverage or scope of this agreement to arbitrate or any part thereof, including, without limitation, the "Waiver of Jury Trial and Class or Representative Action" provision set forth below, subsections A and B of the "Survival and Severance" provision set forth below and this sentence; all such disputes are for a court and not the arbitrator to decide. In addition, claims filed by you or us individually in small claims court, so long as any such claim remains in that court and advances only an individual claim for relief, are not subject to arbitration. However, if a claim is transferred, removed or appealed to a different court, you or we will then have the right to demand arbitration of such claim. Other claims, disputes, controversies or issues not subject to arbitration are set forth in the section titled "Rights Preserved."

**How Does Arbitration Work?** The arbitration shall be administered by the American Arbitration Association ("AAA"), pursuant to its Consumer Arbitration Rules (collectively, "Rules") in effect at the time a demand for arbitration is filed. The Rules are available online at [www.adr.org](http://www.adr.org), or you may contact the AAA at 120 Broadway, Floor 21, New York, N.Y. 10271. If the AAA is unable to serve and you and we cannot agree on a replacement, a court with jurisdiction will select the arbitrator. If there is a conflict between the Rules and this agreement to arbitrate, or between this agreement to arbitrate and the Agreement, this agreement to arbitrate shall control. Pursuant to the Rules, the AAA will select a single arbitrator who shall have expertise in the substantive laws applicable to the Claim's subject matter. If the value of relief sought is \$10,000 or less, you or we may elect to have the arbitration conducted by telephone or based solely on the submission of written documents, unless the Rules or arbitrator requires an in-person proceeding. If the value of the relief sought is more than \$10,000, or an in-person proceeding is required, the arbitration proceeding shall be conducted in the same city as the U.S. District Court closest to your home address, unless the parties mutually agree upon a different location in writing. Either party may, at its sole cost and discretion, choose to be represented by an attorney at any arbitration proceeding.

The arbitrator may award any damages or other relief provided for under applicable law as if an individual action were brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). If we made a written offer to you to settle your Claim prior to an arbitrator being selected, and the arbitrator awards you an amount greater than our last offer, if any, we will (i) pay you the arbitrator's award or \$5,000, whichever is greater, and (ii) pay your reasonable attorney, witness and expert fees and costs, if any. Judgment on the arbitrator's award is final and binding and may be entered in any court of competent jurisdiction.

The arbitrator, you and we will not disclose the existence, content or outcome of any arbitration proceeding; provided, however, that disclosures required by applicable law or regulation shall not be subject to such restriction. The foregoing sentence does not prohibit any party from, in good faith, investigating a claim or defense, including interviewing witnesses or otherwise engaging in discovery as permitted by the Rules. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this agreement to arbitrate.

**How is Arbitration Initiated?** If you or we elect to arbitrate a Claim, the party electing arbitration must notify the other party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit (for example, a motion by the defendant to compel arbitration of claims asserted by the plaintiff in a lawsuit filed in court). Otherwise, your notice must be sent to Commerce Bank, Attn: ADR Notice, P.O. Box 413037, Kansas City, MO 64141-3037, and our notice will be sent to the most recent address for you in our files. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party asserting the Claim(s) to start the arbitration proceeding in accordance with the Rules.

**Who Pays for Arbitration?** Except as otherwise provided herein, we will pay the filing, administration and arbitrator fees charged by the AAA for any arbitration initiated in accordance with this agreement to arbitrate. If you pay any initial filing fee, we will reimburse you. If you cannot afford to pay any initial filing fees, we will pay them for you. We will pay any fees or expenses that we are required to pay by law or the Rules or that we are required to pay for this agreement to arbitrate to be enforced.

The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by the Rules, this agreement to arbitrate, the Agreement, or applicable law. We will not seek to recover from you any fees or expenses we pay on your behalf, or any attorney, witness or expert fees or other costs or expenses we incur in defending an individual arbitration commenced by you. Notwithstanding the foregoing, if the arbitrator finds that a Claim is

frivolous or brought in bad faith or for an improper purpose, then the payment of all fees, costs and expenses shall be determined by the Rules.

**What Law is Applicable?** You and we agree that our relationship includes transactions involving interstate commerce and that this agreement to arbitrate and any arbitration rule, proceeding and award pursuant to the terms hereof, are governed by and enforceable pursuant to the provisions of the Federal Arbitration Act ("FAA") (9 U.S.C. § 1, *et seq.*). Notwithstanding anything to the contrary in the Agreement, to the extent that state law is applicable, including with respect to the interpretation and enforcement of this agreement to arbitrate, Missouri law shall apply to the extent consistent with the FAA. The arbitrator shall decide the claim in accordance with applicable substantive law and the terms of this Agreement, and shall apply all statutes of limitation and honor attorney-client and other privileges.

**How do I Opt Out of the Agreement to Arbitrate?** If you do not accept this agreement to arbitrate, you may reject it ("opt out"). If you opt out, neither you, nor we, will be subject to the requirement to resolve any claim by arbitration or any other provision of this section.

To opt out, you must send us written notice of your decision to reject this agreement to arbitrate to the address set forth below. We must receive your written notice by the later of: (i) May 1, 2020 or (ii) thirty (30) days after we sent you this Agreement via US Mail, through electronic disclosure, provided it to you in person, or by other reasonable delivery method. Your written opt out notice must: (a) include a signed statement that you reject the agreement to arbitrate set forth in this Agreement; (b) include your name, address and the Account number you wish to opt out; and (c) be sent to us at the following address: Commerce Bank, Attn: ADR Credit Card Opt Out, P.O. Box 414220, Kansas City, MO 64141-4220.

This is the only way you can reject this agreement to arbitrate. If you opt out, it will not affect any other terms of this Agreement, and it will not adversely affect your Account or any relationship between you and us. Your rejection of this agreement to arbitrate shall not be imputed to any other person or entity or be deemed to be a rejection of this agreement to arbitrate by any person or entity other than you. Nor shall your rejection of this agreement to arbitrate eliminate the obligation of other persons or entities who wish to reject this agreement to arbitrate to personally comply with the notice and time requirements of this opt-out provision. The agreement to arbitrate is the only section of this Agreement that you can opt out of.

**Waiver of Jury Trial and Class or Representative Action. UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE IN ACCORDANCE WITH THE TERMS OF THIS SECTION, YOU AND WE AGREE THAT IF A CLAIM IS ARBITRATED, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO (i) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER, (ii) ACT AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED IN COURT OR IN ARBITRATION OR (iii) HAVE A COURT OR A JURY RESOLVE THE CLAIM. MOREOVER, UNLESS MUTUALLY AGREED UPON IN WRITING BY ALL PARTIES, CLAIMS MAY NOT BE JOINED, CONSOLIDATED, OR OTHERWISE COMBINED WHETHER OR NOT ANY SUCH COMBINATION OCCURRED AS A RESULT OF AN ASSIGNMENT.**

**Rights Preserved.** In addition to subjects excluded from arbitration in accordance with the provision titled "Which Disputes are Not Subject to Arbitration?" this agreement to arbitrate does not prohibit you or us, at any time, from (a) exercising any lawful rights to preserve or obtain possession of property or self-help remedies, including but not limited to, the right to set-off, the right to restrain funds in a deposit account, recoupment, repossession, replevin or trustee's sales; (b) obtaining provisional or ancillary remedies or injunctive relief (other than a stay of arbitration), including but not limited to attachment, garnishment, interpleader or the appointment of a receiver by a court of appropriate jurisdiction; or (c) bringing an individual action in court that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind.

**Conflict, Survival and Severance.** In the event of any conflict or inconsistency between this agreement to arbitrate and other provisions of this Agreement or the Rules, this agreement to arbitrate will govern. This agreement to arbitrate shall survive any termination of or changes to any of your Account subject to this Agreement; the transfer or assignment of any of the foregoing; and the bankruptcy of any party to the extent permitted by law. If any term or provision of this agreement to arbitrate is held to be unenforceable, prohibited or invalid, the remaining provisions shall be enforced without regard to such illegal or unenforceable term or provision, except that:

(A) if any provision of this agreement to arbitrate regarding class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is determined by an authority of competent jurisdiction to be unenforceable or illegal, such provision shall not be severable and this agreement to arbitrate between you and us (except for this sentence) shall be null and void, provided that such determination of unenforceability or illegality shall be subject to appeal. The parties acknowledge and agree that under no circumstances will a class action, private attorney general action or other representative action be arbitrated; and

(B) if a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the "Waiver of Jury Trial and Class or Representative Action" provision or elsewhere in this agreement to arbitrate prohibiting the arbitrator from awarding relief on behalf of

third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

**DISPUTE RESOLUTION - JURY TRIAL WAIVER**

You and we agree that in the event that any Claim or dispute between us is not arbitrated but instead is resolved in court, you and we knowingly and voluntarily waive the right to a jury trial to the full extent permitted by applicable law.

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If you have any questions regarding this Agreement, or our current fee schedule, write to us at **Commerce Bank, P.O. Box 411036, Kansas City, MO 64141-1036, or call us at 1-800-645-2103.**

(Effective 12/2020)

Commerce Bank credit cards may come with optional credit card payment features, including Special Connections<sup>SM</sup> and toggle<sup>®</sup>. The Special Connections<sup>SM</sup> and toggle<sup>®</sup> features are offered at the sole discretion of Commerce Bank ("Commerce") to Accountholders ("You" or "Your") that have Qualified Commerce Bank Credit Card Accounts. A "Qualified Commerce Credit Card Account" means any open Account that is not designated by Commerce as lost, stolen, fraud transferred, credit revoked, closed, bankrupt, charged off, or in Consumer Credit Counseling or recovery. By using these optional features, you acknowledge that you have read and accepted the Commerce Bank Special Connections<sup>SM</sup> terms and conditions ("Special Connections<sup>SM</sup> Terms and Conditions and the Commerce Bank toggle<sup>®</sup> terms and conditions ("toggle<sup>®</sup> Terms and Conditions") which shall govern your use of and rights under these optional features.

The Special Connections<sup>SM</sup> Terms and Conditions and toggle<sup>®</sup> Terms and Conditions are a separate agreement and are not part of your Agreement.

## **SPECIAL CONNECTIONS<sup>SM</sup> FEATURE**

With this feature ("Special Connections<sup>SM</sup> Feature"), and as permitted from time to time, you may use your Card to access Commerce Bank Special Connections<sup>SM</sup> Feature-eligible deposit accounts, credit cards, lines of credit, and/or loans. You may request the Special Connections<sup>SM</sup> Feature from a Commerce Bank branch, through Commerce Bank Online Banking, or from our Customer Service Department at 1-800-645-2103. These features are not automatically activated.

For customers with a *Special Connections*<sup>®</sup> Visa<sup>®</sup> or Mastercard<sup>®</sup> credit card, please note: The Special Connections<sup>SM</sup> Feature is different from a Commerce Bank *Special Connections*<sup>®</sup> Visa or Mastercard credit card. The Special Connections<sup>SM</sup> Feature allows you to add certain functionality to *any* Commerce Bank-issued credit card, *including* Commerce Bank's *Special Connections*<sup>®</sup> Visa or Mastercard credit card. However, your *Special Connections*<sup>®</sup> Visa or Mastercard credit card is not automatically enabled with the Special Connections<sup>SM</sup> Feature. You must proactively enroll any credit card, including your *Special Connections*<sup>®</sup> Visa or Mastercard credit card, in the Special Connections<sup>SM</sup> Feature in order for that card to utilize the Special Connections<sup>SM</sup> Feature's capabilities described herein.

## **ELECTRONIC FUND TRANSFERS**

The following provisions apply only to electronic fund transfers ("EFTs"). EFTs are any transfer of funds initiated with your Card(s) at an ATM or as a debit transaction at Point of Sale. We can cancel these services at any time and for any reason without notice. We can also cancel your entire Account, including credit card services, and revoke your Card(s) as provided in the CANCELLATION paragraph above. This may be done by an ATM or merchant not returning your Card(s) to you. We may change the terms of this Agreement relating to EFTs without notice to you unless required by law.

## **TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN EVENT OF UNAUTHORIZED TRANSFER**

Tell us AT ONCE if you believe your card has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit. If you tell us within 2 business days after you learn of the loss or theft of your card, you can lose no more than \$50 if someone used your card without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period. By permitting another person to use the card, you authorize and are fully liable for any transactions that person initiates until that person's authority is ended. You may only end that person's authority by notifying us.

If you believe your card has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at 1-800-617-7480 or write to us at Commerce Bank, PO Box 411036, Kansas City, MO 64141-1036. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

## **TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS**

**Account Access.** The following EFTs are only available if you request the Special Connections<sup>SM</sup> Feature. Depending on the type of accounts that Commerce determines from time-to-time are eligible for the Special Connections<sup>SM</sup> Feature as well as which of your accounts you choose to access using the Special Connections<sup>SM</sup> Feature, you may use your Card to perform the following functions where otherwise permitted:

### **ATM Transaction**

At the ATM, insert your Card and enter the credit card PIN that you established for this Card to (i) withdraw cash from, deposit money in,

transfer funds between, or learn the balances in your checking, regular savings or money-market accounts; (ii) use funds from your checking, regular savings, and money-market accounts to make payments on your Commerce credit cards, lines of credit or loans or (iii) take cash advances on your Commerce credit cards.

The account(s) you designate for ATM accessibility will be considered your Special Connections<sup>SM</sup> Feature at the ATM account(s) (each, an "ATM Account"). If you wish to designate one or more checking accounts as an ATM Account, then you must designate one of those checking accounts as your Point of Sale Account, as defined below. In order to have ATM access to your checking accounts, you must at all times maintain a Point of Sale Account. If you no longer have a Point of Sale Account, then you will lose ATM access to all of your checking accounts.

Commerce has no control over the functionalities offered at non-Commerce ATMs. Some or all of these features may not be available at all non-Commerce ATMs and some ATMs may allow you to perform other functions not mentioned here, including the ability to make purchases (e.g. stamps). If at any time you use a non-Commerce ATM to request to take money from an account that you do not have or if the non-Commerce ATM does not prompt you to select a specific account from which to take the money, then you agree that Commerce will attempt to comply with your request by providing you with money from one of your open ATM Accounts. Cash withdrawals may be taken from any open deposit ATM Account owned by you and cash advances may be taken from any credit card ATM Account owned by you.

### **Point of Sale Transaction**

You may designate one (1) checking account as your Special Connections<sup>SM</sup> Feature at the point of sale account ("Point of Sale Account"). At merchants that have agreed to accept the Card on networks utilized by us and support the Special Connections<sup>SM</sup> Feature, you can use funds in your Point of Sale Account to pay for your purchases. The use of your Card in this manner constitutes a simultaneous withdrawal from and/or demand upon your checking account, even though the transaction may not actually be posted to your account until a later date. Merchants decide how to interact with the Special Connections<sup>SM</sup> Feature and the experience may vary.

Only Commerce checking accounts are eligible for this functionality and only one (1) Commerce Bank checking account can be designated as the Point of Sale Account at any one time. Your Point of Sale Account shall always remain as an ATM Account. If at any time you instruct Commerce to remove the Point of Sale capabilities from your card, you will no longer have access to any of your checking accounts at the ATM.

ATM and Point of Sale transactions will post to your checking account(s) as detailed in your Deposit Agreement.

### **Foreign Transaction**

For transactions occurring outside of the United States, the nature of which is unspecified to us, we will apply the transaction to accounts in the following order: checking, money-market, regular savings, Commerce Visa or Commerce Mastercard.

**Limitation on Frequency of Transfers.** There are no limitations on the number of transfers that can be made during any time period to or from any deposit account, except as provided by federal regulations limiting preauthorized transfers. By federal regulation, you are limited during any statement cycle to six preauthorized transfers (three of which may be by check, draft or similar order if the account is a money market-type account).

**Limitation on Dollar Amount of Transfers.** The balance available for authorizing purchases and cash withdrawals is the lesser of 1) your available deposit account balance, plus any credit available through an overdraft protection line of credit or through any overdraft authorized by us in our sole discretion, OR 2) daily dollar limitations. For cash advances against a Commerce Bank credit card, you may withdraw cash up to the lesser of your credit line or daily dollar limitations. In addition, daily withdrawal frequency limitations may apply to cash advances. Dollar limitations may differ at ATMs other than ours.

**Online Gambling.** You agree that you will not use your card for any purpose that has been deemed illegal. We reserve the right to deny authorization requests from online gambling merchants, whether or not online gambling is illegal in the state in which you use your card.

**Reservations and Merchant Authorization.** Under certain circumstances, a merchant (e.g., hotel) may require the use of a card to guarantee reservations that may result in a hold on the available funds in the account. If you cancel any guaranteed reservation made using the card, you must obtain a cancellation number. If you fail to do so, the hold placed for the guaranteed reservation will not be canceled and the amount will be held against the balance in the account. This may limit your future transactions. Further, if the merchant subsequently charges the amount of the guaranteed reservation to the account, we will not be obligated to re-credit the account if you fail to obtain a cancellation number. In addition, authorizations issued for card transactions must be canceled when you initiate a card transaction and subsequently use another form of payment for the transaction such as a credit card or cash, since failure to have the authorization canceled may also result in a hold on funds in the account and limit your future transactions.

### **POINT OF SALE TRANSACTIONS**

The use of your card with the Special Connections<sup>SM</sup> Feature to purchase goods and services constitutes a simultaneous withdrawal from and/or demand upon your checking account, even though the transaction

may not actually be posted to your account until a later date. Any person or merchant honoring your card may be required to obtain approval or authorization for any transaction. When we approve a non-PIN transaction (which may or may not require your signature), we may immediately reduce the available balance in your checking account by the authorization amount requested by the merchant even though we have not received the transaction electronically for payment, which may differ from the final posted amount.

This authorization amount will not be available until our receipt of the transaction OR no more than three business days after the transaction date, whichever first occurs. If funds are not available for checks, other items or debits, you may be subject to overdraft or insufficient funds fees. Transactions with your card will be posted to your account in the order and with the same legal effect as checks or other debits drawn on your account. You may use your card only in the manner and for the purposes authorized by this Agreement. We may recognize a transaction even if we have not authorized it, but that does not mean we will authorize the same type of transaction again. You do not have the right to stop payment on any transaction originated by use of your card with the Special Connections<sup>SM</sup> Feature, except recurring preauthorized transfers as described in this Agreement.

**Overdrafts.** You are responsible for all authorized transactions initiated by use of your card with the Special Connections<sup>SM</sup> Feature. If a negative balance (overdraft) in your checking account results from the use of the card with the Special Connections<sup>SM</sup> Feature, you will pay us on demand this negative balance and our then current charge for overdrafts. If you have an overdraft line of credit (Checking Plus) for an account, you are bound by the rules and regulations that apply to that credit privilege (Overdraft Protection). In addition, if your checking account is closed before transactions are posted, you will pay us on demand the outstanding amount.

#### FEES

Fees for all EFT services are disclosed in our fee schedule. You will receive a fee schedule at account opening. You may request a copy of our current fee schedule at any Commerce branch or by contacting 1-800-453-2265. When you use an ATM not owned by us you may be charged a fee by the ATM operator (or any network used) for a transaction or for a balance inquiry even if you do not complete a fund transfer.

#### RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS

**Terminal Receipts.** You will get a receipt at the time you make any transfer to or from your deposit account using an ATM or electronic POS terminal.

**Preauthorized Credits.** If you have arranged to have direct deposits made to your deposit account at least once every 60 days from the same person or company, you can call us at **1-800-746-8704** to find out whether or not the deposit has been made.

**Periodic Statement.** You will get a monthly deposit statement if you have a deposit account upon which checks or drafts may be drawn. You will get a monthly deposit statement on your regular savings account if there are electronic transfers during the month. In any case, you will get a regular savings deposit statement quarterly.

#### DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers. Merchants with whom you've shared your account number may be updated with new account information to ensure the continuation of your payment agreement.
- In order to verify the existence and condition of your account for a third party, such as a consumer reporting agency or merchant.
- In order to comply with government agency or court orders.
- If you give us your permission.
- In accordance with our current Privacy Policy Notice.

#### RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS AND PROCEDURES FOR DOING SO; RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS; AND OUR LIABILITY FOR FAILURE TO STOP PAYMENT

If you have told us in advance to make regular payments out of your deposit account, you can stop any of these payments. Here's how: Call us at 1-800-617-7480 or write us at Commerce Bank, PO Box 411036, Kansas City, MO 64141-1036 in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after your call.

**Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Our Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your deposit account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transaction.
- If circumstances beyond our control (such as flood or fire) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our Agreement with you.

#### ERROR RESOLUTION PROCEDURES

In case(s) of errors or questions about your EFTs, telephone us at 1-800-617-7480 or write us at Commerce Bank, PO Box 411036, Kansas City, MO 64141-1036 as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST deposit statement on which the problem or error appeared.

- Tell us your name and account number.
- Tell us the name of the merchant, the transaction date and the dollar amount of the suspected error.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us if you have already attempted to resolve the issue directly with the merchant.
- If you tell us orally, we may require that you send your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will credit your deposit account within 10 business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your deposit account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of documents that we used in our investigation.

#### TOGGLE<sup>®</sup> FEATURE

Commerce may add toggle<sup>®</sup> to any Qualified Commerce Visa or Mastercard Credit Card Account.

#### DEMAND DEPOSIT ACCOUNT

You may link up to two (2) demand deposit accounts (each, a "DDA") to Your Qualified Commerce Credit Card Account for the use of the toggle<sup>®</sup> payment feature.

If You link a Commerce DDA to Your Account, that DDA must be an open checking account. You must have an ownership relationship to that DDA in order to link it to Your credit card Account. Any person using the Account and/or related Card(s) with the expressed or implied permission of any of the applicants ("Authorized Users") will have access to the linked DDA through the use of Your Account.

Any DDA that has been designated by Commerce as having a garnishment, a closed-to-posting restriction, or has been forced to close by Commerce, will not be eligible to link to Your Account for the purpose of the toggle<sup>®</sup> payment feature. Small Business banking accounts will not be eligible to link to Your Account for the purpose of the toggle<sup>®</sup> payment feature.

If You link a non-Commerce DDA to Your Account, You must provide Commerce with the account number and the routing information for that financial institution. Certain transaction restrictions may apply to such non-Commerce DDAs. Please refer to such bank's terms and conditions of Your DDA for applicable fees, restrictions and/or limitations of Your DDA.

#### PAYMENT PREFERENCES

"Payment Preferences" means the selection of a category, setting and/or amount you choose to determine if a credit card purchase is to be paid for from your linked DDA or if it is to remain a part of your credit card balance.

#### PAY NOW<sup>®</sup>

"Pay Now<sup>®</sup>" means a credit card purchase that will be automatically paid for from Your DDA according to Your Payment Preferences. Any purchase made by You or an Authorized User with Your Account, will be paid for from the DDA that has been linked to Your Account, and in accordance with the Payment Preferences that have been selected by the applicants of the Account.

When a toggle<sup>®</sup> credit is posted to your Account, we reserve the right to place a temporary hold on the available credit created by the toggle<sup>®</sup> credit. toggle<sup>®</sup> does not, nor is it intended to, shorten the time frame in which your available credit is replenished after a payment to your Account.

Purchases may take 1-2 business days to post to Your Account following the date of Purchase. After the Purchase has posted to Your Account, an ACH may take 1-2 business days to appear as a debit on Your DDA.



Payments are not applied to the required minimum payment due on Your Statement each month. You will still have a required minimum payment due each month, which will appear on Your Statement and will be subject to the terms of Your cardholder agreement.

#### **PAY LATER**

“Pay Later” means any Purchase that is made with Your Account that will not be automatically paid for from a DDA, and will become a part of your outstanding credit card balance.

You may choose to use the Pay Later feature for Your Purchases by choosing not to activate a specific Payment Preference, by deactivating a previously chosen Payment Preference, by cancellation of a linked DDA, or by the cancellation of the toggle® payment feature from Your credit card Account.

#### **UNWIND®**

“Unwind®” means the ability to return funds that were used to pay for a Purchase from Your DDA with the Pay Now® feature, and to have the original Purchase placed back on to Your Account.

You will have up to 30 calendar days to use the Unwind® feature for a Pay Now™ feature Purchase. When the Purchase posts back to Your Account, it will post with the original transaction date, and will be subject to interest charges according to the terms of Your Cardholder Agreement. We reserve the right to limit the total amount of your Unwind® feature requests from exceeding the available credit for Your Account.

#### **TOGGLE ON DEMAND™**

“toggle On Demand™” means any credit card purchase that You manually choose to be paid from either Your DDA or reward points after the transaction posts to Your Account.

#### **ACH RETURNS**

If an ACH payment request is returned for any reason, the original Purchase that initiated that ACH payment request will be posted back to Your Account and will be due according to the terms of Your Agreement.

An ACH return for any reason will result in the deactivation of any active Payment Preferences for the DDA that caused the return, and any other DDA that might share an active Payment Preference. Your Payment Preferences will remain deactivated until such time that you re-activate Your Payment Preferences.

If Your Payment Preferences are not active, any pending and future Purchases that previously matched that Payment Preference, will post to Your Account and will not initiate an ACH payment request. These

Purchases will become a part of your outstanding credit card balance with Commerce and will be due according to the terms of Your Agreement.

If You have linked a Commerce DDA to Your Account, any ACH payment request that would result in an overdraft of Your DDA will be returned to Your Account, and no overdraft or insufficient funds fees will be assessed to You. If you have linked a non-Commerce DDA to Your Account, You may be assessed overdraft and/or insufficient funds fees according to that financial institution’s deposit agreement.

#### **toggle® ALERTS**

Commerce will use the email address provided by You at the time of the Account(s) or Card(s) opening to notify you of important changes in regard to the toggle® payment feature for Your Account. You will not be able to turn off these notifications. You agree that You are responsible for maintaining a valid email address and agree to notify us of any change in Your email address. You can change the email address for account notification at any time through Commerce Online Banking. Should delivery of the account notification be unsuccessful, it remains Your responsibility to monitor Your toggle® Payment Preferences in a timely manner from Commerce Online Banking.

#### **GENERAL TERMS & CONDITIONS**

You must be enrolled in a Commerce Rewards Program in order to receive rewards for Your Purchases.

Commerce reserves the right, in its sole discretion, to suspend, cancel or modify the toggle® payment feature at any time and for any reason and without prior notice.

Commerce reserves the right, in its sole discretion, to add, delete, change or revise these toggle® Terms and Conditions including, but not limited to, qualifications for participation in toggle®.

Commerce reserves the right, in its sole discretion, to disqualify any Accountholder from participation in toggle® in cases of actual or suspected abuse, fraud, violations of these toggle® Terms and Conditions or any actual or suspected abuse or fraud with respect to the Account or DDA.

Neither Commerce nor its third-party service providers, their respective employees, officers, affiliates or agents will be liable to You for any action or inaction any of them take or fail to take with respect to toggle® or any changes to these toggle® Terms and Conditions.

All trademarks, service marks and trade names used by Commerce for toggle®, including the toggle® design are property of Commerce. No use of these may be made without the prior written authorization of Commerce.

By using toggle®, You agree to all of the toggle® features, limitations and restrictions contained in these toggle® Terms and Conditions as well as any additional terms and conditions contained in any programs,

promotions or transactions that may be offered to You from time-to-time and any terms and conditions contained in any document issued to You by Commerce.

This authorization is to remain in effect until Commerce has received electronic notice of termination from You. You may terminate toggle® electronically through Online Banking, or by contacting us at 1-800-645-2103. Your notice must be sent in such time and manner as to afford Commerce Bank a reasonable opportunity to act upon the termination (but in no event less than three business days). Commerce reserves the right to decline or cancel toggle® service at any time.