



Commerce Bank

The following terms and conditions are the Agreement governing the issuance and use of your Visa® Gift Card issued by Commerce Bank ("Card"). Please read this Agreement carefully and keep it for your records. In this Agreement, the words "you" and "your" mean the person who has purchased and the person who has received or is authorized to use the Card. "We", "us", and "our" means Commerce Bank, its successors, affiliates or assigns. By signing or using the Card or permitting anyone else to use the Card, you agree to the provisions of this Agreement. The Card is a prepaid card access device that can be used at retail establishments that have agreed to accept Visa® branded debit cards. The values of all cards are held in an aggregate account and the value associated with your Card is not insured by the Federal Deposit Insurance Corporation (FDIC). The unused balance on your Card does not earn interest.

Card Acceptance and Registration

Please sign your Card immediately. Register as the recipient of the Card on-line at www.visaprepaidprocessing.com/commercebank/giftcardsonline or by calling 1-866-271-7780. It is strongly recommended that you call to register as the recipient of your Card. You will not be able to do a mail order, telephone order or online purchases without registering your Card. If you do not register, you may not be able to establish that you are the owner of a Card that is lost or stolen.

Balance Inquiry

You can check the balance of your Card at any time on-line at www.visaprepaidprocessing.com/commercebank/giftcardsonline or by calling 1-866-271-7780.

Telephone Number and Address To Be Notified in Event Of A Lost Or Stolen Card Or Unauthorized Transfer

You should tell us AT ONCE if your Card has been lost or stolen. If you believe your Card has been lost or stolen, or that someone unauthorized has transferred or may transfer money from your Card, call us immediately at 1-866-271-7780 or write to us at Cardservices Center Attn: Dispute Processing P.O. Box 266001 Highlands Ranch, CO 80163-6001. Telephoning is the best way of keeping your possible losses down.

If a replacement Card is issued because a Card is lost or stolen, a \$7.50 service charge will be deducted from the remaining balance. To receive a replacement Card, you will have to provide us with the information that confirms that you are the owner of the Card. Therefore, you are encouraged to register as soon as you receive the Card.

Card Usage and Limitations

The Card can be used anywhere Visa® debit cards are accepted to pay for goods and services. Except for telephone orders or online purchases, you must sign for your purchase. The Card does not have a PIN and cannot be used to obtain cash at an ATM or branch location, or to make preauthorized regular payments.

If you permit someone else to use your Card, we will treat this as if you have authorized this person to use your Card and you will be responsible for any transactions initiated by such person with your Card.

The amount available on your Card will be reduced by the amount of any purchase or withdrawal. We may charge the Card for all transactions you initiated or authorized, even though a negative balance may be created, but we have no obligation to permit a negative balance on the Card. If you use the Card for a transaction greater than the remaining balance, you must tell the merchant before completing the transaction. The merchant will require payment for the excess by cash or credit. In any case where you are given value through the Card greater than the remaining balance, you will pay us on demand the amount by which your transaction exceeded the amount stored on the Card. The Card is not reloadable and cannot be re-used.

Card Use at a Gas Station. If you use your Card for gasoline purchases, you must pay with the Card at the cashier station. The Card cannot be used for "Pay at the Pump" transactions.

Card Use at a Restaurant. When using the Card at a restaurant, a gratuity of up to 25% may automatically be calculated and added to the total amount of the bill at the time of authorization through the credit card terminal. This is to ensure that you have funds available to cover the total bill plus tip. Your Card will not be charged the calculated tip should you choose to pay a different tip amount or pay the tip in cash. To avoid any problems at the time of authorization, make sure the total amount of the bill, excluding any tip, does not exceed 70% of the existing balance on your Card.

Online Gambling. 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. You agree that you will not use your Card for any illegal purpose.

The use of your Card to purchase goods and services constitutes a simultaneous withdrawal of the funds available on the Card, even though transactions may not actually be posted until a later date. You do not have the right to stop payment on any transaction originated by use of your Card.

Fees and charges

Schedule of Fees and Charges	
Monthly Card Maintenance Fee	\$2.50 per month, beginning 7th month
Lost / Stolen Reissue Card Fee	\$7.50 delivered by regular mail
Check Issuance Fee	\$15.00
New Card Issuance Fee	\$4.99
Replacement Card Issuance Fee	\$4.99 to \$9.99

There is a monthly maintenance charge for your card and other fees relating to the use of your card. Any fees or charges will be charged to your card. The monthly maintenance charge is waived for the first 6 months after the card is activated. Cards purchased at a Commerce Bank Branch are active 24 hours after purchase. Cards purchased online must be activated by the recipient at www.visaprepaidprocessing.com/commercebank/giftcardsonline or by calling 1-866-271-7780.

Error Resolution Procedures

In case of errors or questions about transactions arising from the use of your Card: Call us immediately at 1-866-271-7780 or write to us at Cardservices Center Attn: Dispute Processing, P.O. Box 266001 Highlands Ranch, CO 80163-6001 if you think your receipt is wrong or if you need more information about a transfer listed on the receipt. If you tell us orally, we may require that you send your complaint or question in writing within 10 business days. We must hear from you no later than 60 days after the date of the transaction in question and you must provide the following information:

- Your name, Card number and Social Security number
- A description of the error or the transfer you are unsure about and explanation of why you believe it is an error or why you need more information
- The dollar amount of the suspected error

Generally, we will tell you the results of our investigation within 10 business days after we hear from you and we will correct any error promptly. In some instances, it may take up to 45 calendar days to investigate your complaint or question. If an error involves a transaction that was either initiated other than in any state, territory or possession of the United States, the District of Columbia, the Commonwealth of Puerto Rico or any political subdivision of any of the above; or involves a transaction resulting from a point-of-sale debit transaction, the applicable time period for investigation shall be 90 calendar days. We will tell you the results after completing our investigation.

Liability For A Lost Or Stolen Card Or Unauthorized Use

You will not be liable for any losses if you immediately notify us of the loss, theft or unauthorized use of your Card and if you:

- Signed your Card
- Exercised reasonable care in safeguarding your Card from risk of loss or theft
- Inform us of the number of your Card and the approximate date of its last authorized use
- Report all facts of the loss or theft to us and cooperate in our investigation

Card Expiration

Your Card can be used to make purchases until the entire value has been used or the expiration date that appears on the Card, whichever occurs first. If a balance remains on your Card after the expiration, you can request a refund or a new Card by calling 1-866-271-7780. If you do not request a refund, the maintenance fee of \$2.50 will continue to be deducted from the Card each month until the value reaches \$0. If you request a refund, a \$15 fee (or the remaining balance if it is less than \$15) will be deducted from the remaining Card balance before a check is sent. When the option is available and if you request a new Card, a Card with a new expiration date will be mailed to you with the remaining balance loaded to the Card minus a \$4.99 service charge. The monthly maintenance fee will be waived for the first six months of the new Card.

Transactions

Transactions are limited to U.S. only. In the event of purchases made in currencies other than U.S. Dollars, the transactions will be converted to U.S. Dollars under regulations established by Visa International. 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 rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. 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 a 1% international service fee. The international service fee applies to all transactions in non-U.S. countries, and includes transactions made in U.S. Dollars.

Failure to Make Transfers

If we do not complete a transfer from the Card 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 sufficient value remaining on the Card to complete the transaction.
- 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 fire or flood) prevent the transaction, despite reasonable precautions we have taken.
- There may be other exceptions stated in our Agreement with you.

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
- In order to verify the existence and condition of your account for a third party, such as a merchant
- In order to comply with government agency or court orders
- If you give us your permission
- In order to resolve an error or an inquiry as to an alleged error

Revocation

The Card is our property and we may revoke the Card at any time without cause or notice. However, you are solely responsible to the possession, use and control of the Card. You must surrender a revoked Card and you may not use an expired or revoked Card. When you surrender the Card, you must provide us with a name and address. Upon revocation by us, we will return any remaining value to you directly by check to the address furnished to us.

Amendment

We may change the terms of this Agreement without notice, unless required by law. Changed terms will be posted on our website and will apply to the outstanding balance on your Card as well as to any transactions after the date of the change. In any event, the use of your Card after the date of the change will confirm your agreement to the change.

Governing Law

This Agreement is governed by applicable federal laws and regulation and, to the extent not preempted by federal laws and regulations, by the laws of the State of Missouri.

