

COMMERCE BANK BUSINESS VISA® DEBIT CARD AGREEMENT

This is the Agreement between Business Customer (“Customer”) and Commerce Bank, (“Commerce”) for use of Commerce Bank’s Visa Business Debit Card. By execution of the Visa Business Debit Card Application (“Application”) or use of the Card, Card number or Personal Identification Number (“PIN”) (individually and together referred to as the “Card”), Customer agrees to be bound by the terms of this Agreement, and be responsible for all uses of the Card. “Agreement” means that Visa Business Debit Card Agreement, as may be amended from time to time, and the application. The Agreements that apply to the account, including, but not limited to, the Deposit Account Agreement, apply to all Transactions made on the Account accessed by the Card. “Account” means the Commerce business checking account designated by Customer for access by the Card. Access to Account information, withdrawals, and payments to third parties drawn on or debited against the Account are referred to as “Transactions.”

BUSINESS DAYS: “Business Days” are Monday through Friday. Federal Reserve holidays are not included.

BUSINESS ACCOUNT AND BUSINESS PURPOSE: Customer represents and agrees that the Card(s) shall be used solely for business or commercial purposes and not for personal, family, or household purposes. The Card may not be used to access any personal accounts even if Customer is a sole proprietorship. Any consumer or personal use may result in immediate termination of the Agreement.

CARDHOLDERS: Each Card issued pursuant to this Agreement will bear Customer’s name as well as the name of the individual cardholder. Customer warrants and represents that each cardholder is an authorized signer on the Account. Customer has one Card number and PIN. All Depositor/Account Holders and Account Agents have full authority for transactions, maintenance and questions regarding this card.

PERSONAL IDENTIFICATION NUMBER (PIN): A PIN is provided for Customer’s use and protection. The PIN is required for an Automated Teller Machine (“ATM”) Transaction. Customer has the responsibility of maintaining the confidentiality of the PIN and for notifying Commerce at the telephone number specified in this Agreement if it is suspected that the PIN has been compromised.

CHANGE OF PIN: Customer may change the PIN to a unique number any time at any Commerce ATM. Customer has the responsibility to change the PIN at any time there is a change in authorized signers/Cardholders on the Account.

FINANCIAL INFORMATION: Customer agrees to provide Commerce with financial information from time to time as requested.

CARD TRANSACTIONS: The Card may be used for the following Transactions:

ATM TRANSACTIONS: Upon request, the Card may be used to withdraw cash from, make deposits to or learn the balance in the Account.

POINT-OF-SALE (POS) TRANSACTIONS: The Card may be used to pay for business purchases at places that have agreed to accept Visa Credit and Interlink® Transactions. The use of the Card to purchase goods and services constitutes a simultaneous withdrawal from and/or demand upon the Account, resulting in a hold of those funds even though the Transaction may not actually be posted to the 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 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 the Account in the order and with the same legal effect as checks or other debits drawn on the Account. The Card may only be used in the manner and for the purposes authorized by the Agreement. Commerce may recognize a Transaction even if Commerce has not authorized it, but that does not mean Commerce will authorize the same type of Transaction again. Customer and/or Cardholder(s) do not have the right to stop payment on any Transaction originated by use of Card, except recurring preauthorized transfers as described in this Agreement. Except as otherwise provided in this Agreement, Customer is responsible for all Transactions initiated by use of the Card. If a negative balance (overdraft) in the Account results from the use of the Card, Customer will pay Commerce on demand this negative balance and Commerce’s then current charge for overdrafts.

TRANSACTION LIMITATIONS: The balance available for authorizing purchases and cash withdrawals is the lesser of 1) your available account balance, plus any credit available through an overdraft protection line of credit (Checking Plus) or through any overdraft authorized by us in our sole discretion, OR 2) daily dollar limitations. Dollar limitations may differ at non-Commerce ATMs. Commerce has the right to deny any Transaction if the Transaction will cause Customer to exceed the limit or the balance in the Account. If the Cardholder initiates Transactions that exceed a limit or Commerce allows access that exceeds the limit, Commerce can charge the Transaction to the Account without giving up any of its rights under this Agreement. In addition, if Commerce permits Cardholders to exceed limits on any occasion, Commerce is under no obligation to do so in the future. Commerce reserves the right to change these limits from time to time.

FOREIGN & U.S. CURRENCY/CONVERSION RATES AND FEES

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. 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 3% international service fee. For purchases, cash withdrawals, and cash advances made in U.S. dollars at merchant locations or processed through the merchant’s bank located outside of the United States and its territories, you agree to pay the transaction amount, plus a 3% service assessment fee. Whether or not there is a currency conversion, transactions made through a third party payment processor, may be subject to the 3% fee if funds are transferred to merchants or merchants’ bank located out of the United States and its territories.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES: Commerce will disclose information to third parties about Customer’s Card or the transfers you make:

- Where it is necessary for completing transfers. Merchants with whom Customer has shared its Card number may be updated with new Card information to ensure the continuation of Customer’s payment agreement.
- In order to verify the existence and condition of Customer’s Card for a third party, such as a consumer reporting agency or merchant.
- In order to comply with government agency or court orders.
- If Customer gives us its permission.
- In accordance with Commerce’s current Privacy Policy Notice.

ONLINE GAMBLING: Customer agrees that Cardholders will not use the Card for any purpose that has been deemed illegal. Commerce reserves the right to deny authorization requests from online gambling merchants, whether or not online gambling is illegal in the state in which Customer uses the Card.

RESERVATIONS AND MERCHANT AUTHORIZATIONS: Under certain circumstances, a merchant (e.g., hotel) may require the use of a Card to hold reservations that may result in a hold on the available funds in the Account (a “guaranteed reservation”). If a Cardholder cancels any guaranteed reservation made using the Card, the Cardholder must obtain a cancellation number. If the Cardholder fails to do so, the hold placed for the guaranteed reservation will not be canceled and the amount will be held against the collected balance in the Account. This may limit the future Transactions by all Cardholders. Further, if the merchant subsequently charges the amount of the guaranteed reservation to the Account, Commerce will not be obligated to re-credit the Account if the Cardholder fails to obtain a cancellation number, even though the charge was an error. In addition, authorizations issued for Card Transactions at non-hotel merchant locations must be canceled when a Cardholder initiates a Card Transaction and subsequently uses 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 of funds in the Account and limit future Transactions by all Cardholders.

FEES: Fees for all Electronic Fund Transfer 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.

SAFEGUARD OF CARD: Customer agrees to safeguard any Card (which term includes the Card, Card number or PIN) issued under this Agreement and to cause each Cardholder to safeguard the Card, Card number and PIN by adopting security measures to prevent any unauthorized person from obtaining possession of a Card, Card number or PIN and be taking all reasonable precautions, including but not limited to:(1) not keeping the Card and corresponding PIN in the same location;(2) not writing the PIN on the Card or on anything carried along with the Card;(3) memorizing the PIN and destroying or keeping under lock anything on which the PIN is written; and (4) not disclosing a Card number or PIN to any unauthorized party. If any person for whom Customer has requested a Card or to whom Customer or Cardholder has given a Card, Card number or PIN, ceases to have authorization to use the Card or Card number, whether by termination of employment or otherwise, Customer must contact Commerce, by telephone and in writing as provided in this Agreement, and return the Card to Commerce immediately. Use of the Card, Card number or PIN prior to notice to Commerce shall be considered an authorized Transaction.

RESPONSIBILITY FOR CARD USE: Any use of a Card, Card number or PIN (together referred to as the “Card”) shall authorize Commerce to charge the Account for the amount of any purchase, cash withdrawal or other transfer. Except as otherwise provided in the Agreement, Customer is fully responsible for any Transaction made by use of a Card, Card number or PIN, whether authorized or unauthorized. Customer will have no liability for unauthorized Transactions resulting from the use of a lost or stolen Card if the loss or theft of the Card is reported within two (2) calendar days of the discovery of the loss or theft of the Card; and upon discovery of the unauthorized Transaction or within sixty (60) calendar days, whichever is earlier. An “unauthorized Transaction” is a Transaction initiated by a person other than a Cardholder without authority to initiate the Transaction and from which Customer receives no benefit. As provided in this Agreement, Transactions initiated by persons to whom Customer or Cardholder has given a Card, Card number or PIN are considered authorized Transactions until Commerce is notified in writing, even if the person initiating the Transaction exceeds the authority given. Transactions will also be considered authorized if Customer and/or Cardholder has not taken reasonable precautions to safeguard the Card, Card number and PIN as provided in this Agreement.

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.

ERRORS OR QUESTIONS: If Customer believes that a statement or receipt is wrong or needs more information about a Transaction listed on the statement or receipt, call or write Commerce at the address or phone number above. Provide the Customer name and Account number, Card number, and the dollar amount of the suspected error. Describe the error or the Transaction and explain why it is believed to be in error or in need of further information. If Customer calls, Commerce may require that Customer send its complaint or question in writing within ten (10) business days.

LIMITATION OF LIABILITY: Commerce will not be liable for performance failures resulting from an interruption in transfer facilities (including its own internal systems), labor disputes, power failures, equipment malfunction, war, emergency conditions, fire, natural disasters, or any other circumstance beyond Commerce’s control or arising in any way out of a defect or malfunction of any operating or application software or the installation, operation, or maintenance of Customer’s computer or related equipment. Furthermore, Commerce will not be liable for performance failures caused by any third party service provider’s non-performance or termination of services. Commerce shall not be liable for fees of attorneys or paralegals relating to any action arising from this Agreement. In no event shall Commerce be liable for incidental, exemplary or consequential damages or lost profits. Any interest Commerce may be required to pay shall be limited to its own actual cost of funds for the period and amount in question. Any claim against Commerce arising out of or related to this Agreement must be submitted to Commerce in writing at the address provided in this Agreement no later than one (1) year after the date on which the Transaction giving rise to the claim occurred or should have occurred, otherwise such claim is barred and void.

TERMINATION OF THIS AGREEMENT: Commerce may terminate this Agreement or cancel any Card(s) immediately at any time and, in its sole discretion. Termination of this Agreement is effective upon telephone notification to Customer. However, no notice is required if (1) Commerce reasonably deems itself insecure, (2) Customer has breached this Agreement or any other agreement with Commerce, or (3) Commerce becomes aware of information which may indicate illegal or improper Transactions. This Agreement shall automatically terminate without notice (1) upon the filing by or against the Customer of any bankruptcy petition or a petition for the appointment of a receiver, or upon the filing of any other action alleging, or if a determination is made, that the Customer is insolvent, (2) in the event that the Account is closed, or (3) upon termination of the Business Visa Debit Card. Termination will not affect Customer’s liability for any present or future Transactions resulting from the use of any Card, Card number or PIN.

Customer may terminate this Agreement upon written notice to Commerce at the address specified in this Agreement and return of the Card(s). Commerce shall have a reasonable time of not less than ten (10) business days to act on such notice. The Card(s) are Commerce’s property at all times and must immediately be surrendered to Commerce at such time as this Agreement is terminated, the Account closed or any Card is cancelled.

CHANGE OF TERMS: Much of Commerce’s relationship with Customer is regulated by state and federal law, including the Uniform Commercial Code, and regulations of the Federal Reserve System, other regulatory agencies and clearinghouse associations. These laws and regulations may change from time to time without notice to Customer unless required by law. Commerce may change, amend or revise this Agreement at any time. Customer agrees that Commerce may provide notice of the change by any reasonable means, such as by including a message on or with the Account statement. The change will be effective upon the date on the notice unless otherwise provided. If under applicable law any such change requires Customer’s approval, continued use of the Card(s) on or after the date the notice is received means that Customer accepts and agrees to the change. Service charges and fees may change without notice, unless required by law.

GOVERNING LAW/SEVERABILITY/COMPLETE AGREEMENT: This Agreement shall be subject to the laws in effect in the state in which Commerce’s home office is located. If any provision of this Agreement, the application, or any other documents issued in connection with this Agreement shall be determined by a court of competent jurisdiction to be void or unenforceable as written, the affected provision shall be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended under the original provision, and the remaining provisions shall continue in full force and effect, as modified. Customer acknowledges that it has read and agrees to be bound by the terms of this Agreement. This Agreement and the applicable Deposit Account Agreements constitute the complete and exclusive expression of the Agreements between Customer and Commerce, and supersede all other proposals (whether oral or written), understandings, representations, conditions, warranties, covenants, and all other communications between Customer and Commerce relating to this Agreement or issuance of the Card(s).

BINDING AGREEMENT/BENEFIT: This Agreement shall be binding upon and inure to the benefit of the Customer and Commerce, and their respective legal representatives, permitted successors and permitted assigns. This Agreement shall not be deemed to be entered into for the benefit of any other person or entity, and no other person or entity shall have any right against Commerce or Customer.