

## OUR AGREEMENT

- **Section 1** covers the general terms and conditions of our relationship
- **Section 2** covers the personal guaranty of the person completing the application
- **Section 3** covers important additional terms related to the business credit card

**Definitions:** The terms “we,” “us,” and “our” refer to Commerce Bank, a Missouri bank and trust company, and its assigns. The terms “**Company**” and “**Business**” refer to the business identified in the application (“**Application**”). “You” and “your” refer to **both** the Company and the Authorizing Officer who submits the Application. Person(s) who have been given a card by the Company, with expressed or implied permission, are “**Employee Cardholders**.” The person that completed the application on behalf of the Company is the “**Authorizing Officer**.”

By submitting the Application, you request that we establish a business credit card account (the “**Account**”) and issue Visa Credit Card(s) (“**Card(s)**”) to you and request individual accounts be opened for, and cards be issued to, the employees named.

The Account, and your use of the Cards, will be governed by this agreement, any terms on the application, and any other legal documents related to the Account (collectively the “**Agreement**”). The Agreement shall be binding on your successors, assigns, heirs, trustees, personal representatives, or anyone else lawfully succeeding your interest in this Agreement.

Company specifically authorizes us to rely and act on the instructions of the Authorizing Officer and Company confirms that action taken by Authorizing Officer will be binding on the Company. Authorizing officer represents and warrants that he/she is an owner of Company. Authorizing Officer further acknowledges that he/she is both representing the company, but also agreeing to be a guarantor in his or her individual capacity. The construction of this Agreement and definitions should be construed accordingly.

### **1. TERMS AND CONDITIONS**

**YOUR APPLICATION AND THIS AGREEMENT.** You represent and warrant that:

- This Application and the Agreement are and will be legal, valid and binding obligations of each of you and that you are and have been duly authorized to execute and deliver the Application and agree to the terms of the Agreement;
- All information provided to us is true and correct; and
- You are applying for credit for business purposes and any Account established shall be used accordingly.

You acknowledge that we will rely on the information you provide us in connection with the establishment and maintenance of the Account. If you omit any information on the Application, we may deny your request for an account.

**CREDIT AND FINANCIAL AUTHORIZATION.** You consent to our investigation of your credit history, and authorizes us to obtain a credit bureau report in connection with our review of this Application, and to obtain updated credit bureau reports on you from time to time. From time to time, we may request, and you shall produce, financial records relating to your financial condition. You shall produce such records not later than thirty (30) days following such request.

You also authorize us to release information to, and respond to inquiries from others (including, without limitation, credit bureaus, our parent company, our affiliates, merchants and other financial institutions) regarding the existence, status, use and history of the Account. This includes, for example, reporting your payment history

and credit status to reporting agencies. If you are a resident of New York, one or more consumer reports may be requested in connection with the Application. Upon your request we will inform you whether or not one or more consumer reports were requested, and if such report was requested, we will inform you of the name and address of each consumer reporting agency that furnished a report. If you are a resident of Ohio, Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. You understand and agree that because our products are business products, all information relating to you and/or the Account, (including, without limitation, account and application information, purchase and payment activity, and balance and status information) may be shared with Company. You should have no expectation that this information will remain private from the Company.

Additionally, we comply with the USA PATRIOT Act. This law mandates that we verify certain information about you while processing this Application.

**GOVERNING LAW AND 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 we will rely on the provisions of Nebraska law with respect to the fees and charges (other than interest) that apply to your Account, as authorized by the Missouri Revised Statutes Section 408.145 and applicable federal law. This will apply no matter where you live or use the account.

**PAYMENT.** You agree to make timely monthly payments consistent with the due date and amounts reflected on your statement. You agree to timely pay all fees and charges. In consideration of us financing purchases under the Account pursuant to the terms and conditions of the Agreement, you agree to unconditionally pay and perform according to the terms of the Agreement. You agree to pay all amounts due under the Account, upon demand, including, but not limited to, any amount owed by your employees to us and due under terms of the Agreement. We shall not be required to initiate any action against, nor exhaust any remedies with respect to, employees prior to making demand upon you. Authorizing Officer, as guarantor, together with Company, are responsible for repaying all balances on the Account.

**DEFAULT AND CANCELLATION.** You acknowledge and agree to the “**Credit Revocation, Cancellation, and Decline Authorization**” and “**Default**” provisions described in more detail in **Section 3**. For the personal guarantor, you acknowledge you have read these provisions and reaffirm your continuing guaranty obligations relating to payment and performance as stated in this Agreement, should there be a default and/or this Agreement is otherwise terminated.

**SECURITY INTEREST.** Collateral securing other loans with us may also secure this debt.

**ATTORNEYS’ FEES AND EXPENSES.** You agree to pay upon demand all costs and expenses associated with our enforcement of this Agreement, including all collection costs and reasonable attorneys’ fees. This includes our attorneys’ fees and legal expenses whether or not there is a lawsuit, including attorneys’ fees and expenses for making demand for payment or terminating the agreement, obtaining guidance on our legal rights regarding how to collect the debt, mediation, bankruptcy proceedings, appeals, and evaluation of any legal demands or claims made by you or your attorney(s).

In addition to any obligations described above, you agree to pay our attorneys’ fees and costs in the event that we shall prevail in any legal proceeding arising out of your Account or this Agreement. You also agree to indemnify, defend, and hold us harmless from any and all claims, damages, losses, liabilities, expenses, and costs including attorneys’ fees, arising in connection with services provided under this Agreement, except to the extent arising out of our gross negligence or willful misconduct.

#### **CHANGE OF TERMS**

We may change the terms of this Agreement at any time after notice to Company and the right to reject, including increasing the periodic rate on outstanding balances at any time. The new terms will affect all outstanding

balances. If Company rejects a change, the Account will be cancelled and you will no longer be able to use the Account. Changes may be communicated on the statement, paper insert or by email provided on the Application. The Authorizing Officer, as guarantor, acknowledges that Section 2 "Personal Guaranty" shall control over this provision.

### **ELECTRONIC RECORDS**

a) Paper Documents. You agree that all paper Applications and documents in connection with the Agreement may, at our option, 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 storage system. 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 document from which it was converted. You waive any legal requirement that any document digitally or electronically converted be embodied, stored or produced in printed form. You further agree that a printed or digitally reproduced copy of the electronic record shall be given the same legal force and effect as an original signed writing. In addition, you authorize and agree to destruction of the paper documents by us upon conversion of the paper document to a digital or electronic record.

b) The term Electronic Signature includes , but shall not be limited to, (i) a non-electronic handwritten signature, or facsimile signature, that is subsequently converted to an electronic format; (ii) a signature produced or reproduced in an electronic file format or by an electronic process, or (iii) any electronic symbol, marking , communication, or process attached to or associated with a document. The term Electronic Document, as used in the provision shall include an document originally presented to us in an electronic file format accompanied by and Electronic Signature.

c) The Record. You agree that the electronic version of either, as applicable, (i) the original paper Application or (ii) the Electronic Document that is retained or produced by us which contains a replica of the Electronic Signature, shall be the original record of the transaction to the exclusion of any records produced or retained by other means or by other parties. Copies of the original record shall be made available to you upon request.

**PERMISSION TO CONTACT.** You agree, in order for us to service your Account or to collect any amounts you may owe, we may contact you by telephone at any telephone number associated with your Account, including cell/wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or emails, using any telephone number or email address you provide to us. You consent and acknowledge that methods of contact may include using pre-recorded/artificial voice message(s) and/or use of an automatic dialing device. You further consent and agree that our personnel may listen to 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).

### **NO IMPLIED WAIVERS**

The rights of Commerce Bank under any provision of this Agreement shall not be affected by our prior failure to require the performance by you under such provision or any other provision of this Agreement, nor shall the waiver by Commerce Bank of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself.

### **FORCE MAJEURE**

We shall not be in default of this Agreement to the extent that performance of our obligations are delayed or prevented by reason of any act of God, war, terrorism, fire, explosion, flood, act of government or any act or omission of a third party, including, but not limited to, telecommunications carriers and utilities or any other matter beyond our reasonable control.

## **SEVERABILITY**

If any term, clause, or provision of this Agreement comes into conflict with applicable law or shall be determined by a court of competent jurisdiction to be void, invalid, or unenforceable as written, such conflict or invalidity shall not affect the validity or operation of any other term, clause, or provision and such conflicting or invalid term, clause, or provision shall be deemed to be severed from the Agreement and superseded by a consistent, valid, enforceable term, clause, or provision that most closely matches the intent of the original term, clause, or provision and the remainder of the Agreement shall continue in effect.

## **2. PERSONAL GUARANTY**

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**GUARANTY FROM AUTHORIZING OFFICER IN INDIVIDUAL CAPACITY – PERSONAL AND CONTINUING GUARANTY OF PERFORMANCE AND PAYMENT:** ALL REFERENCES TO “YOU” OR “YOUR” IN THIS SECTION TITLED “PERSONAL GUARANTY” SHALL MEAN THE AUTHORIZING OFFICER IN HIS OR HER INDIVIDUAL CAPACITY. YOUR SUBMISSION OF THE APPLICATION MEANS THAT BOTH YOU AND THE COMPANY ARE JOINTLY AND SEVERALLY LIABLE FOR REPAYMENT OF THE ACCOUNT AND THAT YOU ARE PERSONALLY GUARANTEEING: (1) THE COMPANY’S PERFORMANCE UNDER THE AGREEMENT; AND (2) PAYMENT OF ALL OUTSTANDING DEBT, LIABILITIES, AND OBLIGATIONS OF COMPANY IN CONNECTION WITH THE ACCOUNT(S) OPENED UNDER THIS APPLICATION. YOU AGREE THIS IS A GUARANTY OF PERFORMANCE AND PAYMENT, AND THUS WE CAN ENFORCE THIS GUARANTY AGAINST YOU EVEN IF WE HAVE NOT EXHAUSTED OUR REMEDIES AGAINST COMPANY.

YOU AGREE THIS IS A CONTINUING GUARANTY, AND UNDERSTAND THAT IF YOU LEAVE THE EMPLOYMENT OF THE COMPANY, YOU WILL CONTINUE TO PERSONALLY BE RESPONSIBLE FOR ALL DEBT, LIABILITIES, AND OBLIGATIONS OF COMPANY TO US. THIS INCLUDES DEBT, LIABILITIES AND OBLIGATIONS NOT YET IN EXISTENCE AT THE TIME YOU LEAVE THE COMPANY. THIS GUARANTY SHALL REMAIN IN PLACE UNTIL ALL DEBT, LIABILITIES AND OBLIGATIONS OF COMPANY HAVE BEEN FULLY SATISFIED, INCLUDING ANY COLLECTIONS COSTS AND REASONABLE ATTORNEYS’ FEES.

YOU ACKNOWLEDGE THAT THIS IS A LINE OF CREDIT TO COMPANY AND THE AMOUNTS BORROWED WILL CHANGE OVER TIME, AND THAT EVEN IF THE DEBT IS REDUCED TO ZERO DOLLARS (\$0), IT SHALL NOT CONSTITUTE A TERMINATION OF THE GUARANTY. IN THE EVENT YOU CHOOSE TO REVOKE THIS CONTINUING GUARANTY, YOU MAY DO SO BY SENDING US WRITTEN NOTICE VIA CERTIFIED MAIL TO: ATTN: COMMERCIAL CARD SUPPORT, 811 MAIN STREET, KCCCS, KANSAS CITY, MO 64105. YOUR REVOCATION OF THIS GUARANTY WILL ONLY APPLY TO NEW DEBT INCURRED AFTER WE HAVE ACTUALLY RECEIVED AND PROCESSED YOUR WRITTEN NOTICE OF REVOCATION. IF THERE IS MORE THAN ONE GUARANTOR, ONLY THOSE WE HAVE RECEIVED WRITTEN NOTICE OF TERMINATION FROM SHALL BE EFFECTIVE.

YOU HEREBY WAIVE ANY SURETYSHIP DEFENSES, INCLUDING BUT NOT LIMITED TO: ANY DEFENSES RELATED TO ANTI-DEFICIENCY STATUTES, ELECTION OF REMEDIES, ONE-ACTION RULES, OR ANY OTHER LAW THAT REQUIRES US TO EXHAUST OUR REMEDIES AGAINST THE COMPANY PRIOR TO SEEKING RECOVERY FROM YOU. YOU FURTHER WAIVE ANY NOTICE REQUIREMENTS OR NOTICES, INCLUDING BUT NOT LIMITED TO: NOTICE OF CHANGE IN TERMS UNDER THE AGREEMENT, NOTICE OF WHEN THE COMPANY BORROWS ADDITIONAL FUNDS UNDER THE LINE OF CREDIT, NOTICE OF NON-PAYMENT BY COMPANY, OR ANY DEMAND OR NOTICE OF ANY KIND RELATING TO COLLECTION OR THE RECOURSE WE INTEND TO SEEK UNDER THE AGREEMENT OR APPLICABLE LAW.

YOU AUTHORIZE US TO OBTAIN CREDIT BUREAU REPORTS AND COLLECT OTHER FINANCIAL INFORMATION AS NECESSARY TO UNDERWRITE THE LOAN, AND AS OTHERWISE PROVIDED IN THIS AGREEMENT.

YOU AGREE THAT ALL OF THE GENERAL “TERMS AND CONDITIONS” IN SECTION 1 (INCLUDING ANY REFERENCES TO OTHER SECTIONS THEREIN) SHALL APPLY TO YOU AND SUPPLEMENT THIS GUARANTY AGREEMENT BETWEEN US. TO THE EXTENT THERE IS ANY CONFLICT WITH ANY TERMS IN THIS AGREEMENT, THE PROVISIONS IN THIS SECTION WILL CONTROL.

### 3. BUSINESS CREDIT CARD PROVISIONS

#### A. Details of Rate, Fee and Other Cost Information

Business Rewards	
Annual Percentage Rate (APR) for Purchases	14.90% variable rate**
Other APRs:	Cash-advance APR: 19.90% variable rate** Late payment APR: 21.99%*
Variable Rate Information:	The APR is determined monthly by adding 9.90% to the Prime Rate. The Prime Rate will be subject to a minimum rate of 5.00%.**
Grace Period for Repayment of Purchase Balances:	At least 20 days from the date of the periodic statement (provided you have paid the previous balance in full by the due date). If you pay your entire statement balance in full by the due date each month, we will not charge you Finance Charges on Purchases.
Method of Computing the Balance for Purchases:	Average Daily Balance (including new purchases, cash advances, fees and finance charges)
Annual Fee:	NONE
Minimum Finance Charge:	\$0.50
Other Fees:	<ul style="list-style-type: none"> <li>• Late Payment Fee: \$29</li> <li>• Cash-advance Fee: 3.00% of the cash advance amount with a minimum of \$15</li> <li>• Over-the-Credit-Limit Fee: \$29</li> </ul>

\*If at any time we have not received the required minimum monthly payment by the respective due dates for two consecutive months, we may immediately increase the applicable APR, including any introductory rate or promotional rate, to a fixed rate of 21.99%. The account may be eligible for the lower APR after you have met the terms of your account agreement for five consecutive billing cycles after the monthly statement on which the higher APR first appears. Promotional rates will not be reinstated.

\*\*The Prime Rate used to determine the APR on your account is the rate published in The Wall Street Journal in its column called “Money Rates” on the last business day of each month; provided, however, that the Prime Rate will be subject to a minimum rate of 5.00%. There is no ceiling on the applicable APR. We may change the terms of your account agreement, including the monthly periodic rate on outstanding balances at any time. To the extent allowed by law, the new terms will affect outstanding balances.

Account terms are not guaranteed for any period of time. The information about card costs described herein is accurate as of June 2018. This information may change after this date. To receive the most current information, call us at 1-800-892-7104. Commerce Bank may share your account experience and transaction information with its affiliates. Unless you call 1-800-543-4845, you agree that Commerce Bank and its affiliates may also share other information about your account.

#### B. General Credit Card Provisions

##### PURPOSE

The intended purpose of this Account is for business related expenses incurred by employees and/or representatives of the Company.

##### ACCOUNT DESCRIPTION

Subject to the terms of this Agreement, the Account may be used to make purchases and obtain cash advances, if elected by Company, which at any time do not exceed the respective Account credit limit. Should purchases

and cash advances ever exceed the Account credit limit, we reserve the right to terminate this agreement and demand the return of the card and immediate payment of all amounts due on the line of credit and all of the Accounts. We can increase or decrease the Account's credit limit at any time without notice.

## **LINE OF CREDIT**

Commerce will establish a maximum line of credit amount for the Company

- a) All amounts charged to the Card(s) together with any fees and charges owed to Commerce by Company in connection with the Cards, may not exceed, in the aggregate, the line of credit amount unless Commerce Bank in its sole discretion authorizes such charges. So long as the line of credit facility has not been terminated and/or demand has not been made by us, advances under this line of credit may continue to be made, repaid and re-borrowed as provided for herein.
- b) Commerce may, at any time in its sole discretion, increase the amount of Company's line of credit temporarily or for an extended period without prior notice.
- c) Commerce may, at any time in its sole discretion, decrease the amount of Company's line of credit.
- d) Company and Authorizing Officer agree that if any amounts are outstanding on the Cards or Account which exceed the adjusted line of credit amount, Company or Authorizing Officer will immediately pay us such excess amounts.
- e) Collateral securing other obligations with us, if any, will also secure this line of credit.
- f) Should purchases and cash advances ever exceed the Account credit limit, we reserve the right to terminate this agreement and demand the return of the Cards and immediate payment of all amounts due on the line of credit and all of the Accounts

## **TRANSACTION AND WITHDRAWAL LIMITS**

Your Account has a maximum cash-advance withdrawal limit set at 25% of the Company's line of credit, limited by the amount of available credit, with a per transaction limit of \$5,000.00.

Your Account does not have a purchase transaction limit at the time the account is established.

**PAYMENT.** You agree to make timely monthly payments consistent with the due date and amounts reflected on your statement. In consideration of us financing purchases under the Account pursuant to the terms and conditions of the Agreement, you agree to unconditionally pay and perform according to the terms of the Agreement. You agree to pay all amounts due under the Account, upon demand, including, but not limited to, any amount owed by your employees to us and due under terms of the Agreement. We shall not be required to initiate any action against, nor exhaust any remedies with respect to, employees prior to making demand upon you. Authorizing Officer together with Company, are responsible for repaying all balances on the Account.

**MINIMUM MONTHLY PAYMENT.** Your minimum monthly payment will be: (1) 5% of the current balance listed on your billing statement; or (2) \$15.00 – whichever is greater. The current balance listed on your monthly statement includes principal, accrued interest, fees and other charges.

## **CREDIT REVOCATION, CANCELLATION AND DECLINE AUTHORIZATION**

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). 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. 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.

We may also decline, at any time in our sole discretion, an authorization request for any transaction, for any reason.

You agree that we will have no liability and are not responsible for any losses or damages (including consequential damages) associated with revoking credit, cancelling or otherwise terminating your Account, freezing your credit, or refusing to allow transactions on your Account(s).

## **DEFAULT**

We may declare the entire balance of all your Accounts due and payable all at once without notice or demand, and terminate our relationship, if any of the following occur:

1. You fail to make a required payment when due on your Account or breach any other promise in this Agreement;
2. Dissolution or liquidation of Company;
3. You become insolvent;
4. The initiation of any bankruptcy or insolvency proceeding against or by you;
5. The appointment of a receiver or trustee for you;
6. You enter into an arrangement with, or for the benefit of, other creditors;
7. Any material adverse change in the financial condition to you
8. A change in the ownership of Company, or a sale of all or substantially all of Company's
9. Any breach of any obligation under any other agreement by and between the parties hereto;
10. If we learn of any false or misleading statement on your Application or related documents that you provided to us, or we obtained in connection with your Application,
11. The death of the Authorizing Officer;
12. You or the Employee Cardholders use the Account for illegal purposes;
13. You are subject to any legal proceeding, a temporary restraining order, subpoena, or governmental investigation or proceeding that in our sole discretion we deem significant; or
14. You file a lawsuit against us;

We may also require you, for any reason, to pay at once the entire balance you owe on all your Accounts, even if none of the foregoing has occurred.

## **BILLING PROCEDURES**

a) Central Billed Accounts: Except as otherwise provided herein, Company shall be liable for all charges made to each Card, unless a charge is Unauthorized (as defined below). Charges shall be set forth on an electronic billing statement and shall be paid by Company within the time period specified by us. We shall have no duty or obligation to inquire into the nature of any transaction charged. (e.g., whether such transaction was for a business or personal use).

b) Individual Billed Accounts: Each Employee Cardholder shall be liable for all charges made to the Card as provided in this Agreement and as set forth on the billing statement. Each Employee Cardholder shall pay all charges regardless of whether or not such Employee Cardholder has been reimbursed by Company. All charges shall be paid in full within the grace period provided on the electronic billing statement.

**EMPLOYEE CARDS.** If any employees are allowed to use the Account, they will be authorized users and will have equal charging privileges unless individual spending limits are established for them. You, together with Company are responsible for any use of the Account by you, an authorized user or anyone else permitted to use the account. By requesting to add an employee cardholder to the Account, you represent all information provided is accurate and is for persons with which Company has a relationship. You also represent that Company has permission to provide the employee information to us and to add the employee as a cardholder. If we determine any information provide is fraudulent, we have the right to close the Account.

## **MISCELLANEOUS CARD PROVISIONS**

You also agree that:

- a) We may refuse to extend credit to you or anyone using the Account or Card.
- b) We will not be liable or responsible for anyone's refusal to honor the Account or Card.
- c) Since this Account is being issued to you on these terms based upon your affiliation with the Company for which this card is issued, you agree that we may provide information to your employer relating to your Account, including without limitation, balance, usage and payment history from time to time without your consent.
- d) The Card is our property.
- e) We may change the enhancements or rewards offered (e.g., travel insurance, rental car discount) at any time without further notice to you unless provided otherwise in the specific enhancement brochure.
- f) 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 rate 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 a 2% international service fee. The international service fee applies to all transactions in non-U.S. countries, and includes transactions made in U.S. Dollars. Visa and MasterCard Commercial Account 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 wholesales 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 rate will be 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. Customer agrees to pay the converted amount, plus an international service fee in the amount of 2% of the transaction amount on purchases and 1% on cash withdrawals and cash advances. 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 a 1% service assessment fee.
- g) You agree to notify us immediately if your address changes.
- h) 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 reside.

You must notify us immediately to close the accounts and prevent further usage.

#### **YOUR BILLING RIGHTS – KEEP THIS NOTICE FOR FUTURE USE**

This section contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

#### **NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us (on a separate sheet) at: Commerce Bank Card Center, PO Box 411036, Attn: Commercial Products, Kansas City, Missouri 64141-1036. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- a) Your name and account number.
- b) The dollar amount of the suspected error.

c) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop payment your letter must reach us three business days before the automatic payment is scheduled to occur.

### **SPECIAL RULE FOR CREDIT CARD PURCHASES**

If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two limitations on this right:

- a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

### **LIABILITY FOR UNAUTHORIZED USE**

Except as noted below, you will not be liable for Unauthorized transaction by another person that occurs after you notify Commerce Bank Card Center. Unauthorized means the use of a Business Card, by a person, other than the Company, Authorized Officer, or Employee Cardholder, who does not have actual, implied or apparent authority for such use, and from which the Company receives no benefit. In addition, Company may not be liable for an Employee Cardholder transaction if the Business Card charges are waived as set forth in Visa Waiver of Liability or MasterCard Zero Liability documentation, as amended from time to time. Notification of loss, theft or possible unauthorized use should be communicated to Commerce Bank at 1-800-892-7104 immediately. If you have any questions regarding this agreement or our current fee schedule, write to us at Commerce Bank Card Center, PO Box 411036, Attn: Commercial Products, Kansas City, Missouri 64141-1036 or call us at 816-234-7180 or 1-800-892-7104.

### **YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including FINANCE CHARGES, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any FINANCE CHARGES related to any questioned amount. If we didn't make a mistake, you may have to pay FINANCE CHARGES, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill and we must tell you the name of anyone we reported you to. We must also tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.