

**\*IMPORTANT TERMS OF THE TOGGLE® VISA® CREDIT CARD**

| <b>Interest Rates and Interest Charges</b>                                |  |
|---|--|
| <b>Annual Percentage Rate (APR) for Purchases</b>                         | <b>12.24% to 25.24%</b> based on your creditworthiness when you open your Account. This APR will vary with the market based on the Prime Rate.   |
| <b>APR for Balance Transfers</b>  | <b>12.24% to 25.24%</b> based on your creditworthiness when you open your Account. This APR will vary with the market based on the Prime Rate.   |
| <b>APR for Cash Advances (Non-Overdraft &amp; Overdraft)</b>              | <b>25.24%</b> for Non-Overdraft Cash Advances.<br><b>25.24%</b> for Overdraft Cash Advances.<br>These APRs will vary with the market based on the Prime Rate.  |
| <b>Penalty APR and When it Applies</b>                                    | <b>27.24%</b><br>This APR will vary with the market based on the Prime Rate.<br>This APR may be applied to your Account if you fail to make the required minimum monthly payment within 60 days of the respective payment due date.<br><br><b>How Long Will the Penalty APR Apply?:</b> If your APRs are increased for this reason, the Penalty APR will apply until you make six consecutive minimum payments when due. |
| <b>Paying Interest</b>  | Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay the entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers on the transaction date.  |
| <b>Minimum Interest Charge</b>  | If you are charged interest, the charge will be no less than \$2.50.   |
| <b>For Credit Card Tips from the Consumer Financial Protection Bureau</b> | <b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a></b>  |

| <b>Fees</b>                  |  |
|------------------------------|--|
| <b>Transaction Fees</b>      |  |
| - Balance Transfer           | Either <b>\$10</b> or <b>5%</b> of the amount of each Balance Transfer, whichever is greater.  |
| - Non-Overdraft Cash Advance | Either <b>\$10</b> or <b>5%</b> of the amount of each Cash Advance, whichever is greater.  |
| - Overdraft Cash Advance     | Either <b>\$10</b> or <b>5%</b> of the amount of each Cash Advance, whichever is greater.  |
| - Foreign Transaction        | <b>1%</b> of each transaction in U.S. Dollars. <b>2%</b> of each transaction made in currencies other than U.S. dollars.   |
| <b>Installment Plan Fee</b>  | Up to <b>20%</b> of the total amount of each qualifying transaction(s) made using an Installment Plan. Each Installment Plan Fee will be disclosed prior to establishing the Installment Plan. |
| <b>Penalty Fees</b>          |  |
| - Late Payment               | Up to <b>\$40</b>  |

**For more information or any questions, call Commerce Bank at 1-800-645-2103.**

**How We Will Calculate Your Balance:** We use a method called “Daily Balance” (including new Purchases and Fees).

**Loss of Introductory APR:** We may end your Introductory APR and apply the Penalty APR for the reason described in the Penalty APR box above.

**Standard APR:** Your standard APRs will be disclosed in your Account Opening Disclosure with your new credit card approximately 7-10 business days after Account approval.

**Prime Rate:** 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.

**Cost of Card:** The information about the costs of the card described in this application is accurate as of **July 2020**. This information may change after that date. To find out what may have changed, call us at 1-800-645-2103.

**Important Information:** Our bank complies with the USA PATRIOT Act. This law mandates that we verify certain information about you while processing your Account application.

**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.

**Sharing Information:** We are permitted under law to share information about our experiences or transactions with you or your Account with our Affiliates. If you prefer, you may direct us not to share this information with our Affiliates. If this is your choice, call us toll-free at 1-800-543-4845.

**Notice to California Residents:** Married applicants may apply for credit separately. After credit approval, each applicant shall have the right to use the account up to its credit limit. Each applicant may be liable for all amounts extended under the plan to any joint applicant. **Notice to Ohio Residents:** 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. **Notice to New York Residents:** One or more consumer reports may be requested in connection with your application. Upon your request, we will inform you whether or not one or more consumer reports were requested, and if such a report was requested, we will inform you of the name and address of each consumer reporting agency that furnished a report. New York residents may contact the New York state department of financial services by telephone at 1 (800) 342-3736, or visit its website at [www.dfs.ny.gov](http://www.dfs.ny.gov) for free information on competitive credit card rates, fees and grace periods. **Notice to Married Wisconsin Residents:** No provision of a marital property agreement, unilateral statement under Section 766.70 of the Wisconsin Statutes adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. If you are married, by submitting your credit card application you are confirming that this credit card obligation is being incurred in the interest of your marriage and your family. If the credit card for which you are applying is granted, you will notify the Bank if you have a spouse who needs to receive notification that credit has been extended to you. Please provide this information to us at Commerce Bank at PO Box 410708, Kansas City, MO 64141-0708 or by calling 1-800-645-2103.

**Interest Charge Details:** Interest, service or finance charges, not in excess of those permitted by law, will be charged on the outstanding balances each billing cycle. You may, at anytime, pay the total unpaid balance.

**Balance Transfer Details:** Please list Balance Transfer requests in order of priority. Balance Transfers must be from an existing credit card with another institution. You understand to close an account with another credit card company, you must notify the issuer directly. The total amount of your Balance Transfer request(s), including all applicable fees, cannot exceed the value of your available credit limit, established by Commerce Bank at account opening, or \$12,000, whichever is lower. Commerce Bank will evaluate your Balance Transfer request(s) in the order you provide them. If you make requests for Balance Transfers that exceed your credit limit, Commerce Bank may, at its discretion decline the requests or send less than the full amount requested to your designated payee. **Balance Transfers are subject to the transaction fee shown in the Important Terms\* disclosure.** To assure your non-Commerce Bank accounts remain in good standing, please continue to pay that account as required. Upon approval, we will notify you regarding the Balance Transfer check(s) mailed on your behalf. It can take up to 30 days for a Balance Transfer to post on the other account. See the Cardholder Agreement for more details.

**Installment Plan Fee Details:** The Installment Plan Fee is a transaction fee that is based on the total amount of the qualifying transaction(s), plan duration, and other factors. The aggregate dollar amount of the Installment Plan Fee will be disclosed prior to establishing the Installment Plan for each qualifying transaction(s). The aggregated dollar amount of the Installment Plan Fee will be divided equally over the selected monthly plan and assessed each billing cycle that the Installment Plan is active. See the Cardholder Agreement for more details.

**Optional 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.

**Application Authorization:** By making this application, you authorize Commerce Bank to make whatever credit inquiries that we deem necessary in connection with this credit application or in the course of review or collection of any credit extended in relation to this application. You authorize and instruct any person or consumer reporting agency to complete and furnish us any information they may have or obtain in response to such credit inquiries and agree that such information, along with this application, shall remain our property whether or not credit is extended. You may request information on whether or not such a report was requested, and, if so, the name and address of the agency that furnished the report. You have answered the questions completely and correctly. Except in the states of Alabama or Nebraska or the territory of Puerto Rico, you certify that you are 18 years of age. (In AL or NE, you certify that you are 19 years of age. In PR, you certify that you are 21 years of age.) If you are under 21, you will be required to demonstrate the ability to repay individually or have a joint Account owner who has the ability to repay. You agree to pay all charges on the requested Visa® or Mastercard® Account when due. For joint credit accounts, you are responsible, both together and individually, for the entire Account balance even though only one of you uses the Account. Authorized users will receive a card and will have charging privilege, but will not be financially responsible for the account. As the primary cardholder, you will be liable for all account balances and all correspondence – including statements and notifications – will be sent to the address listed on the account. You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a consumer reporting agency if you fail to fulfill the terms of your credit obligation.