



## TERMS & CONDITIONS – ONLINE SALES

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. It is the purchaser's obligation to provide these terms and conditions to any user. 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. The term PIN means Personal Identification Number; the term POS means Point-of-Sale. By purchase, use and/or receipt of 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 value associated with your Card is not insured by the Federal Deposit Insurance Corporation (FDIC).

### Card Usage

The Card can be used for goods and services anywhere Visa® debit cards are accepted within the United States. Except for telephone orders, PIN/Point-of-Sale transactions or online purchases, you must sign for your purchases. The Card cannot be used to make preauthorized 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, with or without your knowledge. Additional value cannot be added to the Card.

The amount available on your Card will be reduced by the amount of any purchase transaction or Fee assessed. 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 a different payment method for the excess. Should you be given credit greater than the balance on your Card, you agree to pay us on demand the amount which exceeded the Card balance.

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. The Card is not a credit card. You do not have the right to stop payment on any transaction originated by use of your Card. Resale of the card is strictly prohibited.

### Card Limitations

- Card Use at a Gas Station.** If you use your Card for gasoline purchases, you must pay with 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.
- You may not obtain cash from your gift card using your PIN at an ATM or Point-of-Sale terminal

### U.S. Transactions Only

Your Card may only be used within the United States and should not be given to anyone to use outside of the United States. Any attempt to use the Card outside of the United States may result in a declined transaction. However, in the unlikely event of a purchase is made in currencies other than U.S. Dollars, the transaction will be converted to U.S. Dollars under regulations established by Visa International. Conversion will be at a rate selected by Visa and the conversion rate may be different from the rate in effect at the time of transaction. You agree that the converted amount shall be deducted from the Card balance.

### Card Registration

Please sign your Card immediately. Register as the recipient of the Card on-line at [www.commercebank.com/checkmygiftcard](http://www.commercebank.com/checkmygiftcard) or by calling 1-866-271-7780. It is 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. To claim the funds, you must be the registered owner of the Card. If you do not register, you may not be able to establish that you are the owner of a Card that has been lost or stolen.

### Card Activation

Your Card will be activated once the activation process is completed ("Activation Date"). You may activate your card at [www.commercebank.com/checkmygiftcard](http://www.commercebank.com/checkmygiftcard) or by calling 1-866-271-7780. We encourage you to use your Card immediately. The Card is like cash in that it may be used wherever accepted without identification. You are strongly discouraged from sending an activated Card in the U.S. mail, if you have not registered your Card.

### Card PIN

You may create a PIN when you register your Card. You will be prompted to self-select a 4-digit PIN via the website or phone. You may use your PIN for PIN/POS transactions. You should not disclose your PIN to anyone. If the security or confidentiality of your PIN is compromised, you should notify Commerce at once. The PIN is for your use and protection. You agree to: (a) not disclose the PIN or otherwise make it available to

anyone else; (b) be liable for the PIN and for its authorized use and for its unauthorized use as described in this Agreement. Unless you notify us as provided in this Agreement, you acknowledge that we are entitled to rely on the use of your PIN as your authorization for any Transaction using the Card and PIN. We reserve the right to implement additional security procedures, such as limiting the frequency and dollar amount of transactions from your Card for security reasons. A PIN may not be needed in order to purchase goods or services at merchant locations that accept Visa® debit cards.

### Balance Inquiry

You can check the balance of your Card at any time on-line at [www.commercebank.com/checkmygiftcard](http://www.commercebank.com/checkmygiftcard) or by calling 1-866-271-7780. You agree that the Card balance shown on our records will determine the balance on the Card. You are responsible for keeping track of the available balance on your Card. Merchants may not be able to determine the available balance on your Card, so always know the exact balance before making a purchase.

### Card Inactivity

Your Card will be considered inactive if there is no activity on the Card (purchases or credit returns) for twelve (12) consecutive months after the Card Activation Date or anytime thereafter. An Inactivity Fee will be assessed each month after twelve (12) consecutive months of inactivity. We will continue to charge an Inactivity Fee until you resume use or your Card reaches a zero balance or the funds expire (see Expiration Date below). If you resume use of your Card, we will cease charging the Inactivity Fee the following month.

### Expiration Date

Unless your Card has already reached a zero balance due to use or Fee assessment, the funds on your Card expire as of the last day of the month and year that is embossed on the front of the Card, which shall be no earlier than 5 years from the date of purchase. Thus, if you are the recipient of the Card, you may have less than 5 years to use the Card depending on the date received.

### Fees

The following fees may be assessed and deducted from the Card balance:

#### Schedule of Fees

Fee Type	Amount charged
Inactivity Fee	\$5.00 per month
Lost/Stolen Card Reissue Fee	\$7.50 per occurrence
Lost/Stolen Card Cash-Out Fee	\$15.00

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

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 used or may use your Card, call us immediately at 1-866-271-7780 or write to us at Card services Center Attn: Dispute Processing P.O. Box 636001 Highlands Ranch, CO 80163-6001. Telephoning is the best way of keeping your possible losses down. If your Card is lost or stolen you may request a replacement card or request that the funds be issued to you by check or otherwise. If a replacement card is requested, you will be assessed a Reissue Fee. If you request that the card be cashed-out, you will be assessed a Cash-Out Fee. You must provide us with the Card number, information that confirms you are the owner of the Card and provide us with a valid street address (no PO Box numbers). Please allow 5 – 7 business days to receive your replacement card and up to thirty (30) days to receive your cash-out. You are encouraged to register as soon as you receive the Card.

### 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 and Registered your Card
  - 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
- Our liability is limited to reimbursing you for the amount of your loss up to the face amount of any unauthorized transaction. We are not liable for any special, indirect or consequential damages.

### Error Resolution Procedures

In case of errors or questions about transactions arising from the use of your Card or if you think your receipt is wrong or if you need more information about a transfer listed on the receipt: Call us immediately at 1-866-271-7780 or write to us at Cardservices Center Attn: Dispute Processing P.O. Box 636001 Highlands Ranch, CO 80163-6001. 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 outside the United States or involves a transaction

resulting from a point-of-sale debit transaction, the applicable time period for investigation shall be 90 calendar days. In no event, will we be liable for an amount greater than the value of the Card. We are not liable for any special, indirect or consequential damages. We will tell you the results after completing our investigation.

If there is a problem or dispute with a purchase of goods or services, you must address it directly with the merchant involved. Refunds and returns are subject to the merchant's policies or applicable laws.

**Failure to Complete Transaction**

We will not be liable if:

- You do not have sufficient value remaining on the Card to complete a transaction.
- The terminal or system was not working properly.
- Circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions we have taken.

In no event, will we be liable for an amount greater than the value of the Card. We are not liable for any special, indirect or consequential damages.

**Disclosure of Information to Third Parties**

We will disclose information about your Card or the transactions you make to third parties:

- Where it is necessary for completing transactions
- In order to verify the existence and condition of your Card for a third party, such as a merchant
- In order to comply with government agency or court orders

**Revocation**

The Card is our property and we may revoke the Card at any time without cause or notice. However, you are solely responsible for 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 valid name and street address. Upon revocation by us, we will return any remaining value to you directly by check to the address furnished to us.

**Governing Law**

This Agreement is governed by applicable federal laws and regulations and, to the extent not preempted by federal laws and regulations, by the laws of the State of Missouri, notwithstanding any choice of law principles.