

This Agreement is for your Account with Commerce Bank, N.A. and the Card(s) which has/have been given to you in connection with your Account. Such Account and Card(s) provide you with credit card services and ATM Services. "You" and "your" mean any applicant for the Account and any person using the Account and/or related Card(s) with the expressed or implied permission of any of the applicants. Any person whose name appears on the Account for the Card(s) accompanying this Agreement consents, either by using or permitting another to use the Card(s), to all provisions of this Agreement. "We", "us" and "our" means Commerce Bank, N.A., our successors and assigns.

**In this Agreement:**

**Account** is your credit card account.

**Annual Fee** is a fee charged on a yearly basis for your continued use of the Account.

**APR** is Annual Percentage Rate.

**ATM** is Automated Teller Machine.

**Business Days** are Monday through Friday. Federal holidays are not included.

**Card** is the credit card(s) given to you in connection with your Account.

**Cash Advance includes:**

- **Non-Overdraft Cash Advance** – advance made by means of an electronic device or machine, or a financial institution teller, or for the purchase of wire transfers, non-U.S. currency, travelers' checks, truck stop transactions, tax payments, money orders, lottery tickets and casino gaming chips.
- **Overdraft Cash Advance** – advance made by means of overdraft protection.
- **Balance Transfer** – advance made when transferring a balance from another creditor to your Account.
- **Convenience Check** – check used to make a Cash Advance on your Account.

**Charges** are costs imposed as part of this Agreement and include both interest and fees.

**Daily Balance** is determined, for each day in the billing cycle, by taking the beginning balance, adding any new transactions or other debits, and subtracting any payments or other credits.

**Daily Periodic Rate** is the APR divided by 365.

**Fees** are non- interest Charges, including transaction fees.

**Grace Period** means the period of time during a billing cycle when you will not accrue Interest Charges on certain transactions or balances.

**Interest Charges** are the portion of Charges attributed to periodic interest rates.

**Participation Fee** is a fee charged for added service or functionality on your Account.

**PIN** is Personal Identification Number.

**Prime Rate** 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.

**Promotional Balance** is the balance subject to the Promotional Rate. Balances subject to Introductory Rates are included.

**Promotional Rate** is a rate other than the standard rate, tied to a special offering. A Promotional Rate offered when you open your Account may be called an Introductory Rate.

**Purchase** means purchase of merchandise or services on the Account plus related Charges and does not include any type of Cash Advance, Cash Advance Transaction Fees or Cash Advance Interest Charges.

**Statement** is your billing statement.

**CREDIT CARD SERVICES**

The following provisions relate only to credit card services except as otherwise applicable.

**ACCOUNT DESCRIPTION**

We will grant you a line of credit with a maximum dollar limit as determined by us. This limit will be indicated on your Statement. Subject to the terms of this Agreement, you may use your Account to make Purchases and obtain Cash Advances, including Balance Transfers and Convenience Checks, that do not exceed your credit limit at any time. Should your Purchases, and/or Cash Advances ever exceed your credit limit, we reserve the right to terminate this Agreement and demand the return of your Card(s). We can increase or decrease your credit limit at any time without prior notice or liability. A change to your credit limit will not affect your obligation to pay us.

We may decline, at any time in our sole discretion, an authorization request for any transaction for any reason, included but not limited to:

- operational considerations,
- your Account is in default,
- we suspect fraudulent or unlawful activity

We are not responsible for any losses or damages, including consequential damages, if a transaction on your Account is declined, either by us or a third party, even if you have sufficient credit available.

**PROMISE TO PAY**

You promise to pay for all Purchases and Cash Advances, including Balance Transfers and Convenience Checks, made by you through the use of the Account. In addition, you promise to pay all other amounts owed due to use of the Account by anyone else you authorize to use the Account until such person's authority is ended. You may only end such person's authority by notifying us in writing and returning to us any Card such person may have. All of you are responsible, both together and

individually, for the entire Account balance even though only one of you uses the Account.

**BILLING STATEMENTS**

You will receive a Statement periodically (normally monthly). Your payment is due within 25 days from the date of the Statement (payment due date).

**PAYMENT OPTIONS**

You may pay the new balance shown on your Statement each month or you may pay in monthly installments. If you decide to pay in monthly installments, you must pay at least the minimum payment on your Statement. The minimum payment includes any amount that exceeds your credit limit **plus** the greater of:

- \$30.00 or the full amount of your total balance if it is less than \$30.00; or
- 3.00% of your new balance plus any amounts that are past due; or
- 1.00% of your new balance plus any amounts that are past due, plus Fees and Interest Charges accumulated during the billing period.

When a payment is posted to your Account, we reserve the right to place a temporary hold on the available credit created by the payment until we can reasonably determine that the check or other form of payment will be paid.

**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 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.

**BALANCE ON WHICH INTEREST CHARGE IS CALCULATED**

If you accrue any Interest Charge on your Account at a variable rate, that rate will be calculated by adding a margin to the Prime Rate.

**Please see the ACCOUNT OPENING DISCLOSURE, which is part of this Agreement, for specific information regarding the APRs used to compute your Interest Charges.**

We calculate your Daily Balance for each day in the billing cycle by taking your beginning balance, adding any new transactions or other debits, and subtracting any payments or other credits. We multiply the Daily Balance by the Daily Periodic Rate to get your Interest Charges for that day. We add these Interest Charges to your Daily Balance to get the beginning balance for the next day. We do this for all days on which you have a balance owing on the Account, disregarding any credit balance, for the billing cycle.

We add all the daily Interest Charges and round the sum to the next highest cent to get your total Interest Charges for that billing cycle. We do this calculation separately for each type of balance.

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. Although each Daily Periodic Rate is determined by an index published prior to the first day of each calendar month, the respective Daily Periodic Rate will only become effective and charged as of the first day of the monthly billing period following the respective calendar month in which the index is so published. No representation is made that the U.S. Prime Rate is the lowest, the best or the favored rate of interest. If for any reason *The Wall Street Journal* no longer publishes the "Money Rates" column, then we will choose a new index based on comparable information. An increase in the Prime Rate will cause your interest rate to increase and may cause your minimum monthly payment to increase.

**INTEREST CHARGE COMPUTATION**

- **ON PURCHASES:** Interest Charges on Purchases begin to accrue on the transaction date, provided such date will never be later than the date the Purchase is posted to the Account or earlier than the first day of the billing cycle for the Statement on which such transaction is shown. Purchases are subject to a Grace Period. If the previous balance is zero, or was paid in full by the payment due date shown on your Statement, no Interest Charge will be assessed on current Purchases.
- **ON CASH ADVANCES:** Interest Charges begin to accrue on the date of the Cash Advance, provided such date will never be later than the date the Cash Advance is posted to the Account or earlier than the first day of the billing cycle for the Statement on which such advance is shown.

**TOTAL INTEREST CHARGE COMPUTATION**

We add Interest Charges for each type of balance to obtain your total Interest Charge for each billing cycle.

## PENALTY RATE AND WHEN IT APPLIES

If at any time we have not received the required minimum monthly payment within 60 days of the respective payment due date, we may increase the applicable APR to the Penalty Rate. **Please see the ACCOUNT OPENING DISCLOSURE for information regarding the Penalty Rate for your Account.** The Account may be eligible for your standard Daily Periodic Rates and corresponding APR for each type of balance after you have met the terms of this Agreement for six consecutive billing cycles after the monthly Statement on which the Penalty APR first appears. Otherwise, the Penalty Rate may apply indefinitely.

## TERMINATION OF INTRODUCTORY OR PROMOTIONAL RATES

If during an Introductory or Promotional Rate period, we have not received the required minimum monthly payment within 60 days of the respective payment due date, we will increase the applicable APR to the Penalty APR. Introductory and/or Promotional Rates will not be reinstated.

## FEES

### MINIMUM INTEREST CHARGE

A minimum Interest Charge of \$2.50 will be imposed in any billing cycle for which an Interest Charge is payable, and will appear on your Statement as a Fee.

### BALANCE TRANSFER OR CONVENIENCE CHECK TRANSACTION FEE

You will be charged a Transaction Fee of **5.00%** of the Balance Transfer or Convenience Check amount with a minimum of **\$10.00** and no maximum, for each Balance Transfer and/or Convenience Check posted to your Account.

### NON-OVERDRAFT CASH ADVANCE TRANSACTION FEE

You will be charged a Transaction Fee of **5.00%** of the Cash Advance amount with a minimum of **\$10.00** and no maximum, for each Cash Advance posted to your Account.

### OVERDRAFT CASH ADVANCE TRANSACTION FEE

You will be charged a Transaction Fee of **5.00%** of the Cash Advance amount with a minimum of **\$10.00** and no maximum, for each Cash Advance resulting from the overdraft protection.

Your Account may have a Fee that will be added annually to your Account (Annual Fee). **Please see the ACCOUNT OPENING DISCLOSURE for information regarding the specific fee, if any, for your Account.**

The imposition or payment of an Annual Fee does not affect or limit our right to terminate this Agreement, cancel your Account, and demand payment, in a manner permitted by law, of any amounts owed on your Account.

For each payment not received by the payment due date, we may charge a late fee based on the Account balance:

- \$15.00 if balance is less than or equal to \$100.00;
- \$29.00 if balance is more than \$100.00 but less than or equal to \$500.00;
- \$39.00 if balance is more than \$500.00.

A returned payment charge of **\$29.00** will be added to your Account for each check or other form of payment sent to us which is returned unpaid.

In the event your balance exceeds your credit limit, no fee will be charged. In the future, Commerce may not permit you to exceed your credit limit unless you "opt in" and agree to pay a \$29.00 over the limit fee.

A returned item charge of **\$29.00** will be added to your Account if we decline to honor a Convenience Check or when payment of a Convenience Check is stopped at your request.

Charges for Convenience Checks and requests for copies of sales drafts, Statements or other documents related to your Account may be billed on your Account as Purchases in accordance with the fee schedule established by us from time to time. No charge will be made for copy requests related to billing error resolution within 60 days of the disputed transaction.

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 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 2.00% international service fee. 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 1.00% service assessment fee.

## TOTAL FEE COMPUTATION

We add all Fees assessed to obtain your total Fees for each billing cycle.

## CANCELLATION

To the extent permitted by law, 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) including, without limitation, when any affiliation you may have with a sponsoring organization ceases or when any agreement we may have with the sponsoring organization is terminated. 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 or liability. 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.

## CONDITIONS OF DEFAULT

We may consider you to be in default if we do not receive a required payment when due, including the minimum payment by the date shown on your Statement; you fail to comply with the terms of this Agreement; you make any false or misleading statements or omissions on your application; you file a bankruptcy petition or have one filed against you; we obtain information that causes us to believe that you may be unwilling or unable to pay your debts to us or to others on time including, but not limited to, your failure to make any payment to us on any other indebtedness or loan; you are declared incompetent by a court or a court appoints a guardian/ conservator for you or your assets; you die.

If we consider your Account to be in default, we may close your account without notice and require you to pay the balance in a manner permitted by law (subject to applicable law regarding notice or right to cure). To the extent permitted by law, if you are in default you will pay our collections costs, attorneys' fees, court costs, and all other expenses of enforcing our rights under this Agreement.

## ALLOCATION OF PAYMENTS

We will allocate your minimum payment in the manner we determine. We will apply the amount in excess of the minimum payment to balances with higher APRs before balances with lower APRs.

## RECEIPT OF PAYMENTS

Payments received before 5 PM CT at the address shown on your Statement on any of our regular Business Days will be posted as of the date of receipt. Payments made in person before the close of business to an employee at a Commerce branch will be posted as of date of receipt. Payments mailed to the address shown or made in person at a branch must be accompanied by the Account number or payment stub, and in the form of a check or money order in U. S. Dollars drawn on a U. S. financial institution. Do not send cash through the mail. A delay in crediting the payment to your Account may occur if the payment does not meet these requirements for making payments (conforming payments). In no case shall such delay exceed five days from receipt of such payment.

The cutoff time for payments made on any of our regular Business Days through Commerce as transfers from your Commerce deposit account are as follows: Commerce ATM, 7:00 PM CT; Commerce Online Banking, including Mobile Banking, 7:00 PM CT; Commerce Account Information Line, 7:00 PM CT; Commerce BankCards Online, 11:00 PM CT; Commerce Collections Department, 11:00 PM CT. A payment made through Commerce Online Bill Pay will be posted on the Pay Date.

Conforming payments received after the respective cutoff time will be posted no later than the next Business Day. Payments made by a third-party payor, will be posted as of the date we receive the payment.

When the due date falls on a weekend or holiday, your payment due date will be on the next Business Day.

We may accept late payments, partial payments or checks and money orders (or accompanying written communication) containing a statement to the effect that the instrument was tendered as "payment in full," full satisfaction of a disputed claim or other similar language without losing any rights under this Agreement or under the law. All such payments or written communications must be mailed to: Commerce Bank, N.A., P.O. Box 410857, Kansas City, MO 64141-1857.

## CHANGE OF TERMS

Provided the Account is meeting the terms of this Agreement: (1) We will not increase an Introductory APR during any Introductory Rate period; and (2) We will not increase any APR, Annual Fee or minimum Interest Charge for 12 months following account opening, except for increases due to the expiration of an Introductory or Promotional Rate period, if any; changes in the Prime Rate; completion or failure of a temporary hardship arrangement; application of a Penalty Rate; or the end of military service to which the provisions of the Servicemembers Civil Relief Act (SCRA) apply. ("Exceptions"). Otherwise, we may change the terms of the Agreement at any time, after notice and the right to reject if required by law. Changes in any APR, other than the stated Exceptions, Annual Fee or minimum Interest Charge will apply to new transactions created after the end of the 14th day following our providing notice to you. If you reject a change, your Account will be cancelled and you will no longer be able to use the Account. 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.

## MISCELLANEOUS PROVISIONS

You also agree that:

- We may refuse to extend credit to you or anyone using your Account or Card(s).
- We will not be liable or responsible for anyone's refusal to honor your Card(s).
- Each Account you have with us is separate from any others you have with us, and Interest Charges will be charged on each Account's balance at the APR given with each Cardholder Agreement. Each individual Account will be designated by an individual Account number.
- Your Card(s) are Commerce Bank property.
- We may change the premium enhancements offered at any time without further notice to you.
- Merchants with whom you've shared your Account number may be updated with new Account information to ensure the continuation of your payment agreement.
- You will not use your Card(s) 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.
- **Commerce Bank may share your Account experience and transaction information with its Affiliates, which are members of the Commerce Corporate family as defined in your Privacy Policy Notice. Unless you call 1-800-543-4845, you agree that Commerce Bank and its Affiliates may also share other information about you or your Account.**
- You must notify us immediately at **Commerce Bank, 3930 South 147<sup>th</sup> Street Suite 200, Omaha, NE 68144**, if you believe any information we reported to a credit reporting agency is inaccurate.

## SECURITY INTEREST

Collateral securing other loans with us may also secure this indebtedness.

## CHANGES IN ADDRESS

You agree to notify us immediately if you change your address.

## INTERPRETATION

The Agreement shall be governed by applicable federal law and regulations and by the rules of the Comptroller of the Currency. To the extent not preempted by applicable federal law, this Agreement shall be governed by the laws of the state of Missouri, but Commerce Bank 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 Missouri Revised Statutes Section 408.145.

**Your Billing Rights: Keep this Document for Future Use**  
**This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.**

### **What To Do If You Find A Mistake On Your Statement**

If you think there is an error on your Statement, write to us at:

**Commerce Bank**  
**3930 South 147<sup>th</sup> Street Suite 200, Omaha, NE 68144.**  
You may also send us this information **via fax at 1-402-691-7839**

In your letter, give us the following information:

- Account information: Your name and Account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your Statement.
- At least 3 Business Days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### **What Will Happen After We Receive Your Letter**

**When we receive your letter, we must do two things:**

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.

2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

**While we investigate whether or not there has been an error:**

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your Statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**After we finish our investigation, one of two things will happen:**

- **If we made a mistake:** You will not have to pay the amount in question or any Interest Charges or other Fees related to that amount.

- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable Interest Charges and Fees. We will send you a Statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### **Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have Purchased with your 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 Purchase.

To use this right, all of the following must be true:

1. The Purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your Purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

2. You must have used your credit card for the Purchase. Purchases made with Cash Advances from an ATM or with a check that accesses your credit card Account do not qualify.

3. You must not yet have fully paid for the Purchase.

If all of the criteria above are met and you are still dissatisfied with the Purchase, contact us in writing at:

**Commerce Bank**  
**3930 South 147<sup>th</sup> Street Suite 200, Omaha, NE 68144.**

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

### **LIABILITY FOR UNAUTHORIZED USE**

If your name appears on the Account for the Card(s) accompanying this Agreement, then by using or permitting another to use the Card(s) and/or PIN, you agree to all the provisions of this Agreement, including, but not limited to your promise to pay. You will not be liable for unauthorized use that occurs after you notify Commerce Bank orally or in writing. Notification of loss, theft or possible unauthorized use may be mailed to **Commerce Bank, P.O. Box 411036, Kansas City, MO 64141-1036**, or you may call **1-800-645-2103**.

### **ELECTRONIC FUND TRANSFERS**

The following provisions apply only to Electronic Fund Transfers ("EFTs"). EFTs are any transfer of funds initiated with your Card(s) at an ATM or as a PIN based debit transaction (Point of Sale). You will have access to either your deposit or credit card accounts, or both if you so choose, with Commerce Bank. We can cancel these services at any time and for any reason without notice. We can also cancel your entire Account, including credit card services, and revoke your Card(s) as provided in the CANCELLATION paragraph above. This may be done by an ATM or merchant not returning your Card(s) to you. We may change the terms of this Agreement relating to EFTs without notice to you unless required by law.

### **WHAT CONSTITUTES BANK'S BUSINESS DAY**

Our Business Days are Monday through Friday. Federal holidays are not included.

### **DISCLOSURE OF CONSUMER'S LIABILITY FOR UNAUTHORIZED TRANSFERS AND ADVISABILITY OF PROMPT REPORTING**

Tell us AT ONCE if you believe your Card(s) has/have been lost or stolen or if you believe that an EFT has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your deposit account plus your maximum overdraft line of credit. If you tell us within two Business Days after you learn of the loss or theft of your Card, you can lose no more than \$50.00 if someone used your Card without your permission.

If you do NOT tell us within two Business Days after you learn of the loss or theft of your Card, and we can prove that we could have stopped someone from using your Card and making transfers from your deposit account without your permission if you had told us, you could lose as much as \$500.00.

Also, if your deposit 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 deposit 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 periods at our discretion.

#### **TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN EVENT OF UNAUTHORIZED TRANSFER OR LOST/STOLEN CARD**

If you believe your Card has been lost or stolen, call: **1-800-645-2103** or write: **Commerce Bank, P.O. Box 411036, Kansas City, MO 64141-1036**. If you believe that someone has transferred, or may transfer money from your deposit account without your permission, call or write us at the phone number or address shown at the top of your deposit statement rather than the phone number and address in this paragraph.

#### **TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS**

**Account Access.** The following EFTs are only available if you request them from a Commerce Bank branch or our Customer Service Department at 1-800-645-2103. These features are not automatically activated. You may use your Card to:

- Withdraw cash from, deposit money in, transfer funds between, or learn the balances in your checking, regular savings or money-market accounts.
- Make payments from your checking, regular savings, and money-market accounts in the amounts you request to us or third parties as we may permit.
- Make cash advances on your Commerce credit Cards.
- Pay for purchases at places that have agreed to accept the Card on networks utilized by us. The amount will be deducted from your checking account by selecting "DEBIT" at the point-of-sale and entering your PIN. The use of your Card in this manner constitutes a simultaneous withdrawal from and/or demand upon your checking account, even though the transaction may not actually be posted to your account until a later date. Transactions will be posted to your account in the order and with the same legal effect as checks drawn on the account. This is available on Visa-branded Accounts only
- For transactions occurring outside of the United States, the nature of which is unspecified to us, we will apply the transaction to accounts in the following order: checking, money-market, regular savings, Commerce Visa or Commerce MasterCard.

Some of these services may not be available at all terminals.

**Limitation on Frequency of Transfers.** There are no limitations on the number of transfers that can be made during any time period to or from any deposit account, except as provided by federal regulations limiting preauthorized transfers on savings or money-market accounts. By these regulations, you are limited during any deposit statement cycle to six preauthorized transfers (three of which may be check, draft or similar order if the account is a money-market account).

- Point of sale transactions using a PIN to access a savings or money-market account: Counts toward the limit of 3 per Statement cycle.
- Point of sale transactions using a PIN to access a checking account: Unlimited.
- ATM withdrawals or deposits: Unlimited.

**Limitation on Dollar Amount of Transfers.** The balance available for authorizing PIN purchases and cash withdrawals is the lesser of 1) your available deposit account balance, plus any credit available through an overdraft protection line of credit or through any overdraft authorized by us in our sole discretion, OR 2) daily dollar limitations. For Cash Advances against a Commerce Bank credit card, you may withdraw cash up to the lesser of your available credit line or daily dollar limitations. In addition, daily withdrawal frequency limitations may apply to Cash Advances. Dollar limitations may differ at ATMs other than ours.

#### **POINT OF SALE TRANSACTIONS**

You may use your Card only in the manner and for the purposes authorized by this Agreement. Any person honoring your Card may be required to obtain approval or authorization for any transaction. We may recognize a transaction even if we have not authorized it, but that does not mean we will authorize the same type of transaction again. You do not have the right to stop payment on any point-of-sale debit card transaction originated by use of your Card.

If an overdraft in your deposit account results from the use of the Card, you will pay us on demand this negative balance and our then current charge for overdrafts. In addition, if your deposit account is closed before transactions are posted you will pay us on demand the outstanding amount.

#### **CHARGES FOR TRANSFERS OR RIGHT TO MAKE TRANSFERS**

With the following exceptions, there will be no ATM charge for validation of your Card or for any transfer, withdrawal, or balance inquiry or credit card Cash Advance initiated by the use of your Card at Commerce Bank ATMs. We will charge you \$1.50 for each transfer, withdrawal, or balance inquiry you make at ATMs other than Commerce's; however, there will be no ATM charge by us for credit card Cash Advances. If your account is a regular savings account and you make more than three withdrawals or transfers during the deposit statement cycle, we will charge \$1.00 for each withdrawal or transfer over three.

#### **FEES CHARGED BY OTHERS**

When you use an ATM not owned by us you may be charged a fee by the ATM operator (or any network used) and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

#### **RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS**

**Terminal Receipts.** You may choose to get a receipt at the time you make a transfer to or from your account using one of our ATMs.

**Periodic Statement.** You will get a monthly deposit statement if you have an account upon which checks or drafts may be drawn. You will get a monthly deposit statement on your regular savings account if there

are electronic transfers during the month. In any case you will get a regular savings deposit statement at least quarterly.

#### **ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS**

As with all financial transactions, please exercise discretion. For your own safety when using an ATM or night deposit facility, keep in mind the following suggestions:

1. Be aware of your surroundings when using an ATM, particularly during the hours of darkness;
2. Be accompanied by another person when using an ATM during the hours of darkness;
3. Refrain from displaying cash. Place cash in a pocket as soon as a transaction is completed and count cash in the safety of a locked enclosure such as a car or home;
4. Use another ATM or return at a later time if anything suspicious is noticed when using or considering using an ATM; and
5. Report all crimes immediately to the operator of the ATM or to local law enforcement.

#### **DISCLOSURE OF BANK'S LIABILITY FOR FAILURE TO MAKE TRANSFERS**

If we do not complete a transfer to or from your account 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 enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.
- 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 flood or fire) prevent the transfer, despite reasonable precautions that 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; or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- If you give us your written permission.

#### **ERROR RESOLUTION PROCEDURES**

These procedures are only for errors or questions you have about EFTs from your deposit account(s). If you have questions, or there are errors in connection with your credit card services on this Account, follow the error resolution procedures shown above and titled "Your Billing Rights."

In case of errors or questions about your electronic transfers, call us or write us at the phone number or address listed at the top of your deposit statement as soon as you can, if you think your deposit statement or receipt is wrong or if you need more information about a transfer listed on the deposit statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST deposit statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the date, type and dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 Business Days for the amount you think is in error so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your account.

For errors involving new accounts, point-of-sale or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error.

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of documents that we used in our investigation.

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If you have any questions regarding this Agreement, or our current fee schedule, write to us at **Commerce Bank, 3930 South 147<sup>th</sup> Street Suite 200, Omaha, NE 68144**, or call us at **1-800-645-2103**.