

This Agreement contains the terms and conditions that apply to the banking functions of your identification card issued by the University ("University Card" or "card"), which accesses your demand deposit account with Commerce Bank ("account" or "checking account"). It also contains important disclosure information relating to electronic funds transfers. "You" and "your" mean any holder of the Account and any person using the Account and/or related card with the expressed or implied permission of any holder. Any person whose name appears on the Account for the card agrees, either by using or permitting another to use the card, to all provisions of this Agreement. "We", "us" and "our" mean Commerce Bank, N.A., our successors and assigns.

You agree to the following terms and conditions which are the contract governing the use of your University Card. The terms of this Agreement may change from time to time without notice to you unless required by law. Your continued use of the Account following receipt of this Agreement or notice of a change is considered acceptance of the Agreement or change. The agreements that apply to your Account apply to all University Card transactions made on the Account. You will notify us if the University Card is lost or stolen.

We encourage you to read and keep this Agreement for your records. If you have any questions, ask your Commerce Banker.

#### FEDERAL ELECTRONIC FUNDS TRANSFER ACT DISCLOSURE

Electronic funds transfers include transactions that are initiated by means of the University Card at an ATM or point-of-sale (POS) and/or pre-authorized automatic electronic funds transfers, such as payroll direct deposit, insurance premium or bill payment.

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

If you believe your University Card has been lost or stolen, please call or write the bank at the telephone number or address below.

Commerce Bank  
1-800-453-2265  
or visit a local Commerce Bank Branch

Commerce Bank  
3930 South 147th Street - Suite 200  
Omaha, Nebraska 68144

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

#### DISCLOSURE OF WHAT CONSTITUTES BANK'S BUSINESS DAY

Our business days are Monday through Friday. Federal holidays are not included.

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

Tell us AT ONCE if your University Card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account plus your maximum overdraft line of credit. If you 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. If you tell us within two (2) business days after you learn of the loss or theft of your card, you can lose no more than \$50 if someone used your card without your permission. If you do NOT tell us within two (2) business days after you learned of the loss or theft of your card, and we can prove that we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If you tell us of transfers you did not make within the 60 days after your deposit statement was mailed to you, your loss will not exceed \$50 or the amount of unauthorized transfer that occurred before you told us, whichever is less. 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.

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

**Account Access:** You may use your University Card to:

- Withdraw cash from, deposit money in or learn the balance in your Account.
- Pay for purchases at places that have agreed to accept the University Card or transactions on networks utilized by Commerce Bank.

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

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: the Account, checking, savings with limited check writing privileges (money market type), regular savings, Commerce Visa or Commerce MasterCard.

**Limitation on Frequency of Transfers:** For security reasons, the daily number of non Pin point-of-sale transactions may be limited.

**Limitation on Dollar Amount of Transfers:** The balance available for authorizing purchases and cash withdrawals if the lesser of 1) you available account balance, plus any credit available under an overdraft protection line of credit (Checking Plus) or through any overdraft authorized by us in our sole discretion, OR 2) daily dollar limitations. Dollar limitations may differ at ATMs other than ours.

**Point-Of-Sale Transactions:** The use of your card to purchase goods and services 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. Any person or merchant honoring your card may be required to obtain approval or authorization for any transaction. When we approve a non-Pin transaction (which may or may not require your signature), we may immediately reduce the available balance in your account by the authorization amount requested by the merchant even though we have not received the transaction electronically for payment. This authorization amount will not be available until our receipt of the transaction OR no more than three business days after the transaction date, which ever first occurs. If funds are not available for checks, other items or debits, you may be subject to overdraft or insufficient funds fees. Transactions with your card will be posted to your account in the order and with the same legal effect as checks or other debits drawn on your account. You may use your card only in the manner and for the purposes authorized by this Agreement. 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 transaction originated by use of your card, except recurring preauthorized transfers as described in this Agreement.

**Direct Deposit of University Refunds:** If you elect to have excess financial aid or other university refunds directly deposited to you account, you may be required to provide your University Card number and signed authorization to the University Controller's Officer. Any question about the amount deposited or the date of the deposit should be addressed to the University Controller's Office.

#### OVERDRAFTS

You are responsible for all authorized transaction initiated by use of your card. If a negative balance (overdraft) in your checking account results from the use of the card, you will pay us on demand this negative balance and our then current charge for overdrafts. If you have an overdraft line of credit (Checking Plus) for an account, you are bound by the rules and regulations that apply to that credit privilege. In addition, if your checking account is closed before transactions are posted, you will pay us on demand the outstanding amount.

#### ONLINE GAMBLING

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 use your card.

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

There will be no charge for withdrawals made at Commerce ATMs. There is a \$1.50 charge for balance inquiries and withdrawals at ATMs other than Commerce's. Owners of any non-Commerce ATM that you use may charge an additional fee to your Account. There are no charges for any pre-authorized transfers or for the right to make pre-authorized transfers from the Account.

#### RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS

**Terminal Receipts:** You can get a receipt at the time you make any transfer to or from your Account using one of our ATMs or electronic POS terminal.

**Pre-Authorized Credits:** If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can call us at the phone number listed above to find out whether or not the deposit has been made.

**Periodic Statement:** You will get a monthly statement on your Account.

#### 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 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, fire, or other natural disaster resulting in mechanical failure) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in any other Agreement we may have 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. Merchants with whom you've shared your account number may be updated with new account information to ensure continuation of your payment agreement.
- In order to verify the existence and condition of your Account for a third party, such as a consumer reporting agency or merchant.
- In order to comply with government agency or court orders, or if your give us your permission.
- In accordance with our current Privacy Policy Notice.

#### RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS, PROCEDURE FOR DOING SO RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS, AND BANK'S LIABILITY FOR FAILURE TO STOP PAYMENT

**Stop Payment:** If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here's how: call us at 1-800-453-2265 or write us at Customer Service, Commerce Bank, P.O. Box 411635, Creve Coeur, MO 63141 in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after your call.

**Notice of Varying Amounts:** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**Liability for Failure to Stop Payment of Pre-authorized Transfers:** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### ERROR RESOLUTION PROCEDURES

In cases of errors or questions about your electronic transfers:

Call us or write us at the phone number or address listed above as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and Account number.
- Describe the error or the 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 us 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 the documents that we used in our investigation.

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

Purchases and cash withdrawals made in currencies other than U.S. Dollars will be converted to U.S. Dollars under regulations established by VISA International. Conversion will be at a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. Conversion to U.S. Dollars may occur on a date other than the date of the transaction. Therefore, the conversion rate may be different from the rate in effect at the time of the transaction. You agree to pay the converted amount, plus a 1% 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 0.8% service assessment fee.