

COMMERCE BANK VISA® DEBIT CARD AGREEMENT AND FEDERAL ELECTRONIC FUNDS TRANSFER ACT DISCLOSURE

Each cardholder agrees to the following terms and conditions which are the contract governing the issuance and use of your Visa Debit Card ("card"). The agreements that apply to your checking, interest checking, regular savings and savings accounts with limited check-writing privileges ("money market-type") accounts apply to all card transactions, including automated teller machine ("ATM") transactions and point-of-sale ("POS") transactions, made on these accounts. You agree that all accounts accessed by the card must have the same common ownership or liability as the card. "You" and "your" mean any applicant for the card and any person using the card(s) with the expressed or implied permission of any of the applicants. Therefore, any person whose name appears on the card(s) accompanying the Agreement concurs, either by using or permitting another to use the card(s), to all provisions of the Agreement. "We," "us" and "our" mean Commerce Bank, our successors and assigns. The card is our property, and we may revoke the card at any time without cause or notice. You must surrender a revoked card and you may not use an expired or revoked card. We may change the enhancements offered at any time without further notice to you. We may change the terms of this Agreement without notice, unless required by law.

TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN EVENT OF UNAUTHORIZED TRANSFER: Tell us AT ONCE if you believe your card has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. 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 tell us within 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 2 business days after you learn of the loss or theft of your card, and we can prove 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 a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period. By permitting another person to use the card, you authorize and are fully liable for any transactions that person initiates until that person's authority is ended. You may only end that person's authority by notifying us. If you believe your card has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at 1-800-617-7480 or write to us at Commerce Bank, PO Box 411036, Kansas City, MO 64141-1036. 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.

BUSINESS DAY: Our business days are Monday through Friday. Federal Reserve holidays are not included.

TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS

ACCOUNT ACCESS:

Upon request, you may use your card at ATMs to:

- Withdraw cash from, deposit money in, transfer funds between or learn the balances in your checking, regular savings or money market-type accounts.
- Make payments from your checking, regular savings and money market-type accounts in the amounts you request to us or third parties as we may permit.
- Make cash advances on your Commerce credit cards for cash withdrawals or for deposit to your deposit account as we permit.

For transactions occurring outside the United States, the nature of which is unspecified to us, we will apply the transactions to accounts in the following order: checking, money market-type, regular savings and Commerce Visa or Commerce MasterCard® credit cards. You may also use your card to pay for purchases at places that have agreed to accept the Visa debit card or transactions on networks utilized by Commerce Bank. 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 account, except as provided by federal regulations limiting preauthorized transfers. By federal regulation, you are limited during any statement cycle to six preauthorized transfers (three of which may be by check, draft or similar order if the account is a money market-type account).

LIMITATION ON DOLLAR AMOUNT OF TRANSFERS

The balance available for authorizing purchases and cash withdrawals is the lesser of 1) your available account balance, plus any credit available through an overdraft protection line of credit (Checking Plus) 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 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.

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.

RESERVATIONS AND MERCHANT AUTHORIZATION

Under certain circumstances, a merchant (e.g., hotel) may require the use of a card to guarantee reservations that may result in a hold on the available funds in the account. If you cancel any guaranteed reservation made using the card, you must obtain a cancellation number. If you fail to do so, the hold placed for the guaranteed reservation will not be canceled and the amount will be held against the balance in the account. This may limit your future transactions. Further, if the merchant subsequently charges the amount of the guaranteed reservation to the account, we will not be obligated to re-credit the account if you fail to obtain a cancellation number. In addition, authorizations issued for card transactions must be canceled when you initiate a card transaction and subsequently use another form of payment for the transaction such as a credit card or cash, since failure to have the authorization canceled may also result in a hold on funds in the account and limit your future transactions.

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

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. 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 3% international service fee. For purchases, cash withdrawals, and cash advances made in U.S. dollars at merchant locations or processed through the merchant's banks located outside of the United States and its territories, you agree to pay the transaction amount, plus a 3% service assessment fee. Whether or not there is a currency conversion, transactions made through a third party payment processor, may be subject to the 3% fee if funds are transferred to merchants or merchants' bank located out of the United States and its territories.

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, which may differ from the final posted amount. This authorization amount will not be available until our receipt of the transaction OR no more than three business days after the transaction date, whichever 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.

Overdrafts. You are responsible for all authorized transactions 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 (Overdraft Protection). In addition, if your checking account is closed before transactions are posted, you will pay us on demand the outstanding amount.

FEES: Fees for all Electronic Fund Transfer services are disclosed in our fee schedule. You will receive a fee schedule at account opening. You may request a copy of our current fee schedule at any Commerce branch or by contacting 1-800-453-2265. When you use an ATM not owned by us you may be charged a fee by the ATM operator (or any network used) for a transaction or for a balance inquiry even if you do not complete a fund transfer.

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 the 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.
- If you give us your permission.
- In accordance with our current Privacy Policy Notice.

RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS

TERMINAL RECEIPTS: You will get a receipt at the time you make any transfer to or from your account using an ATM or electronic POS terminal.

PREAUTHORIZED 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 **1-800-746-8704** to find out whether or not the deposit has been made.

PERIODIC STATEMENT: You will get a monthly statement if you have an account upon which checks or drafts may be drawn. You will get a monthly statement on your regular savings account if there are electronic transfers during the month. In any case, you will get a regular savings statement quarterly.

RIGHT TO STOP PAYMENT OF PEAUTHORIZED TRANSFERS AND PROCEDURES FOR DOING SO; RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS; AND OUR LIABILITY FOR FAILURE TO 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 1-800-617-7480 or write us at Commerce Bank, PO Box 411036, Kansas City, MO 64141-1036 in time for us to receive your request three 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 PEAUTHORIZED TRANSFERS: If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

OUR 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.

ERROR RESOLUTION PROCEDURES

IN CASE(S) OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS: Telephone us at 1-800-617-7480 or write us at Commerce Bank, PO Box 411036, Kansas City, MO 64141-1036 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.
- Tell us the name of the merchant, the transaction date and the dollar amount of the suspected error.
- 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 if you have already attempted to resolve the issue directly with the merchant.
- 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 documents that we used in our investigation.