

***IMPORTANT TERMS OF THE SECURED CREDIT CARD**

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	23.49% This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	23.49% This APR will vary with the market based on the Prime Rate.
APR for Cash Advances (Non-Overdraft & Overdraft)	30.49% for Non-Overdraft Cash Advances. 30.49% for Overdraft Cash Advances. These APRs will vary with the market based on the Prime Rate.
Paying Interest	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.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$2.50.
For Credit Card Tips from the Consumer Financial Protection Bureau	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 http://www.consumerfinance.gov/learnmore.

Fees	
Set-up and Maintenance Fees	
- Annual Fee	\$49
Transaction Fees	
- Balance Transfer	NONE
- Non-Overdraft Cash Advance	NONE
- Overdraft Cash Advance	NONE
- Foreign Transaction	1% of each transaction in U.S. Dollars. 2% of each transaction in currencies other than U.S. Dollars.
Installment Plan Fee	Up to 20% 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.
Penalty Fees	
- Late Payment	\$5 If your minimum payment due is less than or equal to \$25 \$15 If your minimum payment due is more than \$25
- Returned Payment	\$25

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).

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.

Secured Card Feature: Before you can be approved for a Secured Credit Card, you will be required to make a security deposit by opening a Secured Credit Card Savings Account and executing a Security Agreement and Assignment. We will assign a credit limit equal to the balance in the savings account, with a minimum of \$400 and maximum of \$5,000.

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.

Balance Transfer Details: Please list Balance Transfer requests in the 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. 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 available credit limit, Commerce Bank may at its discretion, decline the request 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 those accounts 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. Please refer to the Cardholder Agreement for more details.

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.

Credit Line Details: If approved for an account, your credit line will be at least \$500.

Cost of Card: The information about card costs described herein is accurate as of **May 2024**. This information may change after this date. To find out what may have changed, call us at 1-800-645-2103.

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.

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.

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 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.



**Security Agreement and
Assignment of Secured Credit Card Savings Account**

Any terms not defined in this Security Agreement and Assignment of Secured Credit Card Savings Account (“Assignment”) shall have the meaning given in the secured cardholder agreement (“Secured Card Agreement”) for the secured credit card account (“Secured Card Account”) identified below.

In consideration of the opening of a Secured Card Account, I grant a security interest in, pledge and assign to Commerce Bank (“Bank”) all my right, title and interest in and to the secured savings account identified below maintained with Bank, including any additional deposits, interest or proceeds (“Pledged Account”).

The Pledged Account is security for any and all amounts owed under the Secured Card Account, including but not limited to Purchases, Cash Advances and charges as defined in the Secured Card Agreement (“Obligations”).

Bank may apply funds in the Pledged Account to the Obligations upon a default under the Secured Card Agreement or termination of the Secured Card Account for any reason. If there are funds in the Pledged Account after Bank has satisfied the Obligations, the funds may remain on deposit for up to 30 business days before being remitted to you.

Bank has complete control of the Pledged Account and the authority to transfer the Pledged Account into the name of Bank. I cannot make any withdrawals from the Pledged Account while it secures the Obligations. I waive any right to require Bank to (1) proceed against any cardholder of the Secured Card Account (“Cardholder”) or any other person; (2) proceed against any or all of the funds in the Pledged Account; or (3) pursue any other remedy available to Bank.

Bank may without prior notice (1) exchange or release the Pledged Account in any manner Bank deems proper; (2) release or substitute any Cardholder and (3) increase or lower the credit line on the Secured Card Account. No such action shall release the Pledged Account as security for the obligations.

I represent and warrant that the Pledged Account is owned by the undersigned free and clear of all liens or encumbrances of any nature whatsoever.

I agree that this Assignment may, at the option of Bank, be converted by any digital or electronic method or process to an electronic record or subsequently further converted or migrated to another electronic record format or electronic storage medium. I further agree that upon conversion to an electronic record as authorized herein such electronic record shall be the record of the transaction and the electronic record shall have the same legal force and effect as the paper documents from which it was converted. I waive any legal requirement that any documents digitally or electronically converted be embodied, stored, or reproduced in a tangible media. I further agree that a printed or digitally reproduced copy of the electronic record shall be given the same legal force and effect as a signed writing. In addition, I authorize and agree to destruction of the paper documents by Bank upon conversion of the paper documents to a digital or electronic record.

This assignment is binding upon and shall inure to the benefit of the undersigned and Bank, and their respective successors and assigns.

This assignment has been executed this _____ day of _____, 20 _____.

Secured Savings Account Number

Printed Name

Secured Credit Card Account Number

Signature

Printed Name

Signature

Submit the Security Agreement and Assignment Form to Consumer Credit Servicing via one of the options below.
Fax: 816-760-1589 **Mail:** KCBC-12 Attn: Credit Card Servicing **Email:** CreditCardServicing@Commercebank.com