

Website Terms and Conditions

The services provided on this Online Website ("Service") are provided so that credit card account holders can access account information online. Cardholders and any other person accessing this Online Website are subject to these Terms and Conditions. By enrolling for this Service online and clicking "**Accept**", you agree that these Terms and Conditions govern your use of the Website and the Service.

Definitions. In these Terms and Conditions, "**Issuer**," "**we**" or "**us**" refers to the bank that issues your credit card account. The Issuer is UMB Bank, n.a., a national banking association having its principal place of business in Kansas City, Missouri. "**Account**" means your credit card account issued by Issuer. "**You**" refers to each primary and/or joint credit card Account holder and any other person who receives permission from an Account holder to access the Service.

Online Services. By using this Service, you may obtain information concerning your Account balances and transactions. You may also elect to receive your monthly billing statements and other notices regarding your Account electronically through the Service. Information about your Account balances and transactions is available on Service for a period of at least 90 days. You may also make a payment on your Account as discussed more fully below. Additional services may be available from time to time.

Access to the Service. To use the Service, you will need an Internet-ready computer. Your computer must have either Windows version XP SP3 or later or Macintosh version OS X 10.6 or later for an operating system, and Internet Explorer 6.2 or later, Firefox 3.6.9 or later, or Safari 4.0.4 or later (for OS X only). Your browser must also support 128-bit encryption and be JavaScript™ enabled. You will be able to access your Account information on the Online Website only if you have signed up for the Service. To ensure successful sign-in with the Service, all the information you provide to us must be accurate, complete and current. By submitting the Sign-In information, you are authorizing us to verify any of the information you provide. Verification of your identity may be achieved through the use of third-party service providers.

Accessing and Using Service. In order to obtain access Service, you must have enrolled and chosen a User Name. Your user name, together with a password that you select, will give you access to Service. If you have more than one credit card Account, you must register separately in Service for each such Account. You are responsible for keeping your User Name and password confidential. Do not provide your User Name or password to anyone. You agree to contact Issuer immediately at 877.253.4098 if you have reason to believe that someone has gained unauthorized access to your User Name or password.

You agree that you are responsible for the security of your User Name and password. We recommend that you change your Service password regularly. We also recommend that you memorize the password and do not write it down. If you wish to cancel your access to Service, contact the Issuer at 877.253.4098.

Billing Statement. Important information concerning your Account, including all required disclosures, is set forth on the monthly statement the Issuer provides to you. Please refer to your monthly statement for this important information.

Electronic Delivery of Billing Statement and Other Notices. Unless you have selected the "E-Statements Only" delivery method for your statements, your billing statements and other notices that the Issuer delivers in connection with your Account will be sent in paper form through the mail to the address that the Issuer has for your Account.

You may elect to receive your Billing Statement and other notices that we send you in connection with your Account only by electronic delivery by enrolling on the website. If you have selected the "E-Statement only" delivery option, an email notice of the availability of your Billing Statements and certain other notices that we send in connection with your Account will be delivered to the email address you have provided in Service. The notices that we may deliver online, if we currently provide them electronically, include various alerts and activity notices, the Issuer's Privacy Statement related to your Account, change-in-terms notices and amendments or addenda to your Cardholder Agreement or to the benefits, products or services offered in connection with your Account.

If you have agreed to E-Statement only delivery of your Billing Statements and account notices, we will no longer send you through the mail your paper statements and notices that we make available to you electronically through the Service. You will receive a notice to the email address you provide in Service of the availability of the Billing Statement or notice. You must then check into Service using your secure User Name and Password, and retrieve the information.

The Service will have up to 18 monthly statements available on the website. You can request copies of billing statements from Customer Service if the statement is no longer available electronically.

You may withdraw your consent at any time to the "E-Statement only" delivery method by clicking on the "E-Statements On/Off" tab on Service and selecting "Paper Statements – Receive mailed statement." If you withdraw consent, you will start

receiving statements in paper form beginning with the statement cycle following the cycle during which we received your changed instructions.

Payment Services. You can use this Service to make a payment to your credit card Account. By entering the payment information, you authorize the Issuer to deduct the payment from the checking or other type of deposit account (the "Deposit Account") that you specify, and to credit the amount to your credit card Account. These payments will be deducted from your Deposit Account electronically, via an automated clearing house deduction.

Same Day Payments. Same Day Payments must be entered into the Service by 1 p.m. (CST) on a business day in order for the payment to be initiated that day.

Future Payments. You may schedule a payment to be initiated on any future business day (a "**Future Payment**").

Recurring Payments. You may schedule payments to be automatically initiated in a fixed amount on a monthly basis (a "**Recurring Payment**"). The date on which a transaction is scheduled to be initiated is referred to as the "**Recurring Payment Date**". If a Recurring Payment Date is a day that does not exist in a certain month, then the payment will be initiated on the last business day of the month. For example, if you schedule a payment for the 30th of each month, your payment for the month of February will be initiated on the 28th of February or the last business day of February, if the 28th falls on a day which is not a business day. If the Recurring Payment Date falls on a day other than a business day in any month, your payment will be initiated (i.e., the payment will be deducted from your Bank Account) on the preceding business day. Thus, your actual Process Date for any month may not be the Recurring Payment Date. For example, if you schedule a Recurring Payment to be initiated on the fifth (5th) of the month, and August 5th is a Saturday, your payment for August would be initiated August 4th.

It is also important to note that differences in the days of the week can reduce the number of business days between your scheduled Recurring Payment Date in any particular month. In order to ensure that your Recurring Payments are always initiated at least five (5) business days before your payment Due Date, we recommend that you schedule the Recurring Payment Date to be at least ten (10) calendar days prior to your payment Due Date.

Cancelling or Changing Payments. You may electronically cancel a "Same Day Payment" or a Recurring Payment that is scheduled for that day if you enter the information in the Service by 1 p.m. (CST) on the business day the payment is to be initiated. In order to change the date or amount of a Recurring Payment, you must first cancel the payment and then schedule a new payment to reflect the change. Any Recurring Payments already scheduled and displayed in Pending Payments will be processed unless you cancel each Pending Payment.

Failed Payments. If we are not able to make a payment as you directed, the transaction that you entered will be shown on the Payment History screen as a Failed Payment, and you will receive a notice of the failed payment when you sign into the Service. For example, if there are not sufficient funds in your Account on the Process Date, we will not make the payment. When a payment fails because of insufficient funds, we will attempt to make the payment on the following business day. If there are not sufficient funds in the Account on that date, your payment will not be attempted again. You will need to reschedule the payment or make other payment arrangements.

Our Liability for Failure to Complete Transactions. We will process and complete all electronic funds transfers properly initiated through the Service in accordance with the terms of this Agreement. If we do not complete a payment on time or in the correct amount under the terms of this Agreement, our liability is limited to your direct damages proved. However, we will not be liable if:

- a. Through no fault of ours, you do not have enough money in your Account to make the payment.
- b. The Service or your PC, modem or other electronic device is not working properly.
- c. Circumstances beyond our control prevent the proper completion of the transaction despite reasonable precautions by us to avoid these circumstances.
- d. As otherwise set forth in this Agreement.

Fees. The Issuer does not charge you a fee for obtaining your Account information or for making a payment on your Account through Service. However, if you have elected to receive your Statements via electronic form only and later ask for a paper copy, we will charge your Account \$10 per statement. However, this charge does not apply if you have requested the Statement in connection with a claim of a billing error, or to your request for copies of any other types of legal notices we may have sent you electronically. Any other fees applicable to your Account are set forth in your Cardholder Agreement and continue to apply to your Account. The Issuer is not responsible for any fees or charges that you may incur for using the Internet, such as telephone charges, fees imposed by your online service provider, or fees charged by the institution that holds your Deposit Account.

Access Hours. You can access information concerning your Account or pay your credit card Account bill through Service seven days a week, 24 hours a day. However, at certain times, some or all of Service may not be available due to system maintenance. The Issuer is not responsible for your inability to access Service. Account balance and activity information is generally updated daily, although from time to time daily updates may be delayed. The Issuer is not responsible for any failure to update information.

Customer Service. You may contact our representatives for assistance with Service at 877.253.4098. The Issuer does not accept email messages from customers as part of Service.

Limitation of Liability. The Issuer shall not be liable for any loss, claim or damage of any type caused by your use of Service, or any inability to use the Service or in conjunction with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, or by any use of your User Name and password to gain access to Service, unless otherwise required by law. Under no circumstances will Issuer be liable for any direct, indirect, special, consequential or other damages arising from Service or any use of your User Name and password to gain access to Service, even if Issuer is advised of the possibility of such damages, losses or expenses. Hyperlinks to other Internet resources, if any, may not be investigated, verified, or monitored by and are not endorsed by Issuer, and the use of such hyperlinks is at your own risk.

Internet Security. Service is designed to be as secure as reasonably possible, given current Internet and encryption technology. However, by assenting to these Terms and Conditions, you acknowledge the inherent risks associated with conducting business via the Internet and your responsibilities in connection with your use of the Service, as set forth in these Terms and Conditions. Although we use stringent security measures and take all reasonable steps to protect your Account and other personal information, the Internet is a public network, and we cannot guarantee that any information transmitted or transactions conducted via the Internet are absolutely secure or that a third party will not be able to access or intercept such payment information. We do not tolerate fraud, and reserve the right to take all reasonable measures to detect and prevent it. For security purposes, we may view, monitor, and record activity on this Website without notice or permission from you. Any information obtained by monitoring, viewing, or recording may be subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity on the site. We will comply with court orders involving requests for such information. Actual or attempted fraud or other unauthorized use of the Website and/or Service may result in criminal and/or civil prosecution and immediate termination of your right to use the Service.

Issuer shall in no way be responsible for damages resulting from improper, inadequate, or unauthorized use of Service or your password or user identification. Issuer shall take reasonable steps to create a secure environment. However, Issuer cannot guarantee the inviolability of the Service website from intrusion.

Your Conduct. While accessing the Service website or otherwise using Service, you agree not to:

1. Tamper with, hack, modify or otherwise corrupt the security, content or functionality of Service;
2. Restrict or inhibit any other user from using or enjoying the site;
3. Post or transmit any information or software that contains a virus, worm, Trojan horse, or other harmful or disruptive component;
4. Engage in any illegal activity using or in connection with Service or the site;
5. Copy, remove, or alter any content, intellectual property or copyright, trademark or other proprietary notice or legend displayed on the site or printed pages of the site.

We reserve the right to either refuse to post, or to remove any information or materials, in whole or in part, that do not comply with these terms. We also reserve the right, in our sole discretion, to prohibit from using Service any user who violates these terms. Such prohibition may occur without notice to user.

Copyright Policy. Applicable copyright laws protect the contents of the Service site on the Internet. No permission is granted to copy, distribute, modify, post or frame any text, graphics, video, audio, software code, or user interface design or logos, other than information concerning your Account. However, you may print and retain a copy of these Terms and Conditions for your records. All information submitted to Issuer via this site shall be deemed to be and shall remain the property of Issuer. Issuer shall be free to use, for any purpose, any ideas, concepts, know-how or techniques contained in information a visitor to this site provides Issuer, limited only by Issuer's privacy policy as in effect from time to time.

Waiver of Warranty. ALL INFORMATION AND CONTENT ON THE SERVICE WEB SITE IS, SUBJECT TO APPLICABLE STATUTES AND REGULATIONS, FURNISHED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT. ISSUER DOES NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THE INFORMATION AND MATERIALS APPEARING ON SERVICE AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE SERVICE.

General Provisions. If the Issuer adds additional services to Service, these Terms and Conditions will be amended to show the additional services that are available, and you may be required to accept the revised Terms and Conditions before you will be able to use Service after an amendment is made. Issuer may change or limit any aspect of the services provided through Service at any time without prior notice to you. Issuer may also change any terms set forth in these Terms and Conditions and such change will become effective upon publication of the changed Terms and Conditions on this website and your electronic consent to those changes. Issuer may terminate the Service or your access to the Service in whole or in part at any time, with or without notice to you.

These Terms and Conditions and your use of Service are subject to and governed by the laws of the state where the Issuer has its home office. Issuer may delay enforcing any of its rights under these Terms and Conditions or in connection with Service without losing such rights. If any provision of these Terms and Conditions is deemed unenforceable, all other terms shall remain in full force and effect.

By clicking on the "Accept" button during the enrollment process, you certify that the enrollment and registration information you provide to Issuer through Service is true and correct, and you represent that you have the right to direct payments from the Deposit Account(s) that you specify in the Bill Payment portion of the website. You intend that the electronic version of these Terms and Conditions be equivalent to a written agreement that you have signed.

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