

## Card Center Direct Terms and Conditions

Effective July 19, 2020

**These Card Center Direct Terms and Conditions** (the "**Terms**") govern the use of our Card Center Direct website ("**Card Center Direct**") to perform various functions related to your credit card (the "**Service**"). This Service allows cardholders to whom we have issued credit cards ("**Cards**") that have been co-branded with the marks or logos of other financial institutions or companies (a "**Co-Brand Company**") to access their credit card accounts ("**Accounts**") in order to view their Account information, make payments to the Account, or to use other available features. You can log into the Service from various electronic devices, including personal computers and Mobile Devices that have the necessary hardware and software.

Please read these Terms carefully. By clicking "**I agree**" located at the end of these Terms, or by using any part of the Service, you acknowledge that you have received these Terms and that you are bound by them when you use the Service.

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**A. MEANING OF IMPORTANT TERMS.**

In these Terms, "**Account**" refers to any Co-Branded credit card account that may be accessed through Card Center Direct.

"**Card Center Direct**" is the Service that we offer that allows you to log into your Account at a website that we host to obtain Account information, make payments on your Account, and obtain the other services referenced in these Terms.

"**cardcenterdirect.com**" is the web address through which you can access Card Center Direct as long as you have an Internet connection and the right hardware and software.

A "**Co-Branded**" **Card** is a credit card that is part of an arrangement under which a financial institution or company other than UMB Bank (a "**Co-Brand Company**") has agreed to allow us to use its the name, images or logos to promote the Card program. In these Co-Branded Card programs, UMB Bank, rather than the Co-Brand Company, makes credit decisions, extends credit on the Account, and services Cardholders when they have questions or problems with their credit card Account.

"**UMB Bank**," "**Bank**," "**we**," "**our**," and "**us**," refer to UMB Bank, n.a., a national banking association with its headquarters in Kansas City, Missouri, or any financial institution that may later acquire the Account.

"**You**", "**your**", and "**Cardholder**" mean, with respect to a credit card Account, each individual person, trust or other legal entity in whose name an Account is held, as shown on our records, and who is liable to us for repayment of the Account, whether the Account is in the name of only one person or in the name of more than one person. "You", "your" and "Cardholder" also include a User that the Cardholder has granted permission to access an Account using a Card, or any person to whom the Cardholder has provided the Security Credentials necessary to access the Account using Card Center Direct, whether or not that permission was intended by the person granting permission to be only for a limited purpose or for a limited period of time.

The term "**Funding Account**" (also called the "**Pay From Account**") refers to the checking, savings or other cash account that you identify in Card Center Direct as an account from which you want to withdraw money to pay your credit card Account. The Funding Account must be at a U.S financial institution.

"**Available Credit**" refers to the difference between the Credit Limit and the Current Balance outstanding under the Account.

"**Cardholder Agreement**" means the agreement that governs extension of credit under the Account, including applicable disclosures showing the interest rates and fees that apply to the Account, as that agreement may be amended from time to time. We deliver the current Cardholder Agreement to you after your application is approved and we deliver your Card to you.

Our "**Business Days**" are any day Monday through Friday, except bank holidays.

A "**Consumer**" (whether or not the word is capitalized) is an individual person who uses his or her Account primarily for personal, family or household purposes.

A “**Business Customer**” is an individual, sole proprietor, trust, nonprofit association, governmental body or other legal entity that uses the Account primarily for business, commercial, agricultural, charitable, or governmental purposes, and is not a Consumer.

“**Credit Limit**” refers to the maximum amount that you have been approved to borrow in connection with your Account. The Cardholder Agreement may list particular types of transactions, such as Cash Advances, that are subject to credit limits that are a portion of your overall Credit Limit. Your Credit Limit is shown on your Account statement.

“**Electronic Fund Transfer**” (or “**EFT**”) is a transfer of funds initiated through a computer or Mobile Device for the purpose of authorizing the Bank to debit your checking or savings account to make a payment on your credit card Account.

“**Electronic Message**” means an electronically transmitted message which allows the text of the message to be displayed on the receiver’s computer or Mobile Device. An Electronic Message delivered through Card Center Direct is considered a “written notice” for purposes of these Terms. That includes messages delivered in the Service as Secure Messages, messages that are posted by us in Card Center Direct when you sign into the Service, and messages that we send to an external email address associated with an Account when you have consented to our sending you electronic messages in place of mail or other form of personal delivery.

The “**Guide to Benefits**” is the publication we provide Cardholders that describes certain travel, insurance, extended warranty service or other Cardholder benefits that may be available in connection with certain Accounts. The Guide to Benefits is not part of the Cardholder Agreement or these Terms, and may be revised by us at any time.

“**Intellectual Property Rights**” means all intellectual property rights, proprietary rights, rights of publicity, rights of privacy, and any and all other legal rights protecting data, information or intangible property throughout the world, including any and all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases, and contract rights.

**"Mobile Service"** refers to your ability to access and use Card Center Direct or any of its functions using a Mobile Device.

**"Mobile Device"** refers to a tablet, cellular phone or other hand-held device used to access Card Center Direct and its various functions.

**"NSF"** means non-sufficient funds or uncollected funds. NSF activity refers to items posting or attempting to post to your Funding Account when the account has insufficient funds to cover the attempted payment or funds from a deposit to the Funding Account have not yet been made available to allow the payment.

**"Nonpublic Personal Information"** means any confidential, private, nonpublic, or personal information that is given protected status under any federal or state law, including information falling within the definition of "nonpublic personal information" or "personally identifiable financial information" under federal banking regulations.

**"Payment Instructions"** are instructions you give us through Card Center Direct to make a payment to your credit card Account from an eligible Funding Account that you designate.

**"Recurring Payment Instruction"** means a Payment Instruction you authorize in advance in Card Center Direct to recur at substantially regular intervals (at least once every 60 days).

**"Rewards"** are points, statement credit or other benefits that we may provide to you when you use your Card to make a purchase, and that can be used on our Rewards Website to acquire merchandise, purchase tickets for travel, to attend events, gift cards and other benefits. You must comply with the applicable Rewards Rules for the rewards program you are enrolled in as a condition to earning rewards.

**"Rewards Rules"** are the terms and conditions that apply to your earning and redemption of Rewards. The Rewards Rules are published on the Rewards Website, and are subject to change at any time.

The “**Rewards Website**” is the website accessed through a link from cardcenterdirect.com (or on or from another program-specific website we provide for certain card programs) from which Cardholders can check their available Rewards points and select from available Rewards offerings to redeem their points.

“**Secure Messages**” is part of the Card Center Direct website where our Card Center Direct Support team and Cardholders can securely communicate regarding the Service utilizing a personalized, secure message inbox.

“**Security Credential(s)**” refers to your login ID, password, secure access code (a one-time code we send you in order to authenticate you in connection with an enrollment or transaction), and/or any other login credentials used to ensure that access to your Account is authorized, protected and secure.

“**Service Provider**” refers to a third-party service provider or agent we use to provide certain Services to you, or a third-party service provider you contract with independently in connection with your use of Card Center Direct. For example, you may subscribe to account aggregation services or bill payment services provided through parties other than UMB. In that case, the company providing the account aggregation or bill payment service is your Service Provider.

“**Third-Party Sites**” means certain third-party websites you may be able to access through Card Center Direct.

“**User**” or “Authorized User” refers to a person that has been authorized by a Cardholder to access the Cardholder’s Account.

There are other important terms that have specific meanings when used in these Terms. The first time we use those words, we print them in **bold text**.

## **B. OUR AGREEMENT WITH YOU; AMENDMENTS; OTHER SERVICE PROVIDERS.**

### **1. Our Agreement.**

Your use of Card Center Direct, and the specific Services available through that website, are governed by these Terms and any instructions that we provide to you regarding your use of the Service.

Your Account, the terms that apply to advances that you receive using the Card or the Account, and your and our rights and obligations in connection with the Account are governed by other agreements, such as the Cardholder Agreement and the application that you made in connection with the Account.

Other documents that we may deliver to you in connection with your Account, such as the Guide to Benefits or the Rewards Rules, describe other features and benefits of the Account, but are not considered part of these Terms or the Cardholder Agreement.

You may contact us at the toll free number listed at the end of these Terms and ask for a copy of any of those documents at any time.

Some functions available through Card Center Direct, such as setting up Payment Instructions to make payments to your credit card Account, require you to acknowledge separate terms and conditions if you want to use those services. When we provide those additional services within Card Center Direct and you accept any of those terms and conditions, those terms become part of this agreement.

When you click “**I Agree**” at the end of these Terms, or when you use Card Center Direct or any function available on [cardcenterdirect.com](https://cardcenterdirect.com) or through the Card Center Direct App, you acknowledge that you have received these Terms and agree to be bound by them when using the Service. In the

event of any conflict between these Terms and any other terms and conditions that apply as between you and the Bank with respect to the electronic delivery of Services or access through electronic means, these Terms control. However, if another agreement expressly states that those terms control in the event of a conflict with these Terms, then that agreement terms and conditions control, but only to the extent set forth in the other agreement.

## **2. Amendments.**

We reserve the right to amend these Terms or any disclosures related to the Service at any time. We will provide notice of any material changes to these Terms on or before the effective date of any such changes, either in a message delivered to you when you log into the Service, or in a Secure Message. We are not required to give you advance notice of a change if an immediate change is necessary to protect the security of our system or a legal or regulatory requirement necessitates an immediate change. In either of those events, these Terms will be updated, and you will be notified within a commercially reasonable period of time after the update.

You agree that when we send you a notice to your email address of record in Card Center Direct, requesting you to check your Secure Messages for important information about an amendment to these Terms, or when you access your Secure Messages after notice of the amendment posted in your Secure Messages, you will be deemed to have received the amendment. Your use of Card Center Direct by you after a notice of change is made available to you will constitute your acceptance of the changes. You may decline changes by terminating your use of Card Center Direct in the manner provided in these Terms before the changes go into effect.

You have no right to modify or amend these Terms without our written consent, and any attempt to do so is void.

## **3. Other Service Providers.**

We may make products and services provided by others ("**Third-Party Services**") available through Card Center Direct. Third-Party Services may be governed by separate agreements that you have

with the applicable provider (“**Third-Party Service Agreements**”). An example of a Third-Party Service is the Visa Purchase Alerts. When you enroll a Card in Visa Purchase Alerts Service, Visa will send a message to a telephone number or email you specify that alerts you to Card transactions that fall within the guidelines you have established within that service. If you enroll your Card in a third party’s Digital Wallet service, that party, and not UMB, is providing the digital wallet service to you. By using any Third-Party Services, you agree that we make no warranties and have no liabilities as to the accuracy, completeness, availability or timeliness of the Third-Party Services, to the fullest extent allowed by law.

### **C. ACCESS TO CARD CENTER DIRECT.**

You may access Card Center Direct through your computer or Mobile Device. You may also access some features of Card Center Direct using financial management software that you may have obtained independently through another Service Provider.

To use Card Center Direct, you need the Security Credentials that we issue you, and the required hardware and software which is described in detail on the Card Center Direct Support page at <https://www.cardcenterdirect.com/Support/Support/>.

You are responsible for the installation, maintenance, and operation of your computer or the Mobile Device used to access Card Center Direct and any of its Services.

You acknowledge that you may be assessed fees by your Internet service provider or Mobile Device service provider when you access Card Center Direct. We are not responsible for payment of those fees.

We are not able to provide any assurance that you will be able to access Card Center Direct from a foreign country, especially if you are attempting to access the Service through a Mobile Device.

#### **1. Consumer Access to Card Center Direct.**

Each individual person must enroll separately in Card Center Direct for access to consumer Services, regardless of whether the Accounts accessed through the Service are held individually or jointly. We do not allow you to grant others only limited access rights to the Service, such as the right to use Card Center Direct to make payments only up to a certain dollar amount or during a particular period of time. Any person that you allow to use the Service on your behalf will have full and unlimited access to all features of the Service. If you have granted another person the right to access the Service on your behalf and you want to revoke that authority, you must notify us immediately. See “How to Contact Us” at the end of these Terms. **If we receive such a notice, we may be required to suspend or cancel any existing registration for the Service for that Account and issue you new Security Credentials, if you want to have continued access to the Service.**

## **2. Business Customer Access to Card Center Direct.**

If you are a Business Customer who has access to Card Center Direct, the following section applies to your use of the Service.

Any one (1) authorized representative of a Business Customer (a “**User**”) can enroll in Card Center Direct by following the prescribed enrollment procedures. **Each Business Customer using Card Center Direct can only have a single registration for the Service, and only a single set of Security Credentials.** We are entitled to assume that any person using Security Credentials issued to that Business Customer is a User who has authority to access Card Center Direct on behalf of the Business Customer and to conduct any financial transaction that may be conducted through the Service.

Any Business Customer that uses Card Center Direct acknowledges that any person who is given access to the customer’s Security Credentials will be able to view and/or transact business on the Account.

**You agree to notify Card Center Direct Support immediately at the number shown at the end of these Terms if any User's authority over the Account changes, such as when an authorized representative leaves your employment or when a User’s job responsibilities change and that**

person should no longer have Account access to Card Center Direct. If we receive such a notice, we may be required to suspend or cancel any existing registration for the Service for that Account and issue you new Security Credentials, if you want to have continued access to the Service. We are not liable for transactions that may be initiated by a User after the User's authority over the Account has changed and that you claim were unauthorized unless we have been notified of the change in authority and have had a reasonable opportunity to take action in response to that notice.

You agree that our providing access to your Account, through the Security Credentials, and which you agree to protect and to share only with your authorized representative(s), are reasonable security procedures for the protection of your Account, and are reasonable means to ensure the authenticity of Payment Instructions made through the Service.

**Accordingly, you acknowledge that the protections provided to consumers under the federal Electronic Fund Transfer Act and Regulation E or under similar state laws or regulations shall not apply to your Payment Transactions made from your Funding Account or your use of this Service. We will not be deemed to have extended those protections to you by contract, and no course of conduct on our part shall be deemed to have extended those protections to you.**

However, if you are a sole proprietor and the Payment Account and the Service are used primarily for personal, family or household purposes and not primarily for business purposes, the protections provided under the federal Electronic Fund Transfer Act and Regulation E or under similar state laws or regulations shall apply to the Service to the extent provided by law.

### **3. Access Using Mobile Devices.**

You use the same Security Credentials to access Card Center Direct through your Mobile Device as you do to access the Service through your personal computer.

Our new Mobile App allows you to use all the same functions that you could if you accessed the Service on a personal computer. You can also configure the Service to be available on your Apple® Watch!

Additional terms that apply to Card Center Direct with a Mobile Device are included in the section of these Terms titled “Services Available Through Card Center Direct,” “Mobile Access.” You can get more information about our mobile access features by going to <https://www.cardcenterdirect.com/Support/Support>.

## **D. PRIVACY AND SECURITY.**

### **1. Security Procedures; Protecting Your Security Credentials.**

When you or your User log into Card Center Direct using your Security Credentials, you authorize us to honor the Payment Instructions we receive relating to your Account, and to charge or credit your Funding Account, as applicable, according to those instructions. You are responsible for all payments you initiate or authorize through Card Center Direct, even if you initiated the transactions based on information that you received in a fraudulent email or other fraudulent instructions you received from another person. You agree to take every precaution to ensure the safety, security and integrity of your Account, Security Credentials and transactions when using Card Center Direct.

You agree not to give or otherwise make available your Security Credentials to any unauthorized person. If you disclose your Security Credentials to any person, otherwise allow another person access to your Security Credentials, or permit another person to use Card Center Direct on your behalf, you will have authorized that person to access your Account, and even if that person exceeds your express authorization, you will be responsible for all transactions that person initiates or authorizes involving your Account. All access to Card Center Direct through your Security Credentials will be deemed to be authorized by you and will be binding upon you. We recommend that you monitor your Account through Card Center Direct on a regular basis for unusual and/or potentially unauthorized activity.

We may provide links to third party websites without endorsing the accuracy or safety of the Third-Party Services, and we disclaim all liability for any linked sites or their content.

## **2. Virus Protection, Firewalls and Malicious Software.**

You are obligated to take security precautions to protect your computer and your Mobile Device. There are a number of means and mechanisms by which other persons may obtain information from your computer or Mobile Device, or trick you or others in order to gain control of any computer used to access your Account through Card Center Direct. These unauthorized persons may obtain such access and/or control when you or other individuals use your computer to, among other things, access information on a removable or network storage device, and/or use the Internet for purposes of sending and receiving emails, browsing various websites, and conducting searches. Specifically, you may be unwittingly induced to install on your computer malicious software ("**Malware**"), commonly referred to, among other names, as computer viruses, worms, Trojan horses, rootkits, backdoors, spyware, and adware, when, for example, you open an email attachment, click on a link in an email, click poisoned links within search results which lead you to other sites controlled by fraudsters, browse websites that have been attacked by viruses, install counterfeit software that appears legitimate but may contain Malware, or insert on your computer removable storage devices such as CDs, MP3 players, and other USB memory devices. Once Malware is installed on your computer, it is very difficult to detect using traditional antivirus software products running on the infected computer. Financial Malware is generally undetectable by all but a few antivirus products, and often goes unnoticed until after unauthorized transactions have occurred. You agree that we are not responsible for any electronic virus or Malware that you may encounter using Card Center Direct.

We protect our own network and systems with various security protocols, but are under no obligation to determine if any or all of the computers or Mobile Devices you use are secure or if they may be compromised or insecure. We encourage you to routinely scan your hardware and software using reliable and current virus, firewall and Malware protection products of your choice to protect from, detect and remove any viruses and Malware found. You agree to immediately install any upgrades, patches or fixes required for security reasons or otherwise for the proper functioning of Card Center Direct and any of its functions and features, regardless of whether requested by us.

We further encourage you to exercise caution when using your computers for activities unrelated to accessing Card Center Direct. A virus on your computer that goes undetected or unrepaired may corrupt and destroy your programs or files, lock you out of your computer or files, and may result in unauthorized transactions from your Accounts.

If we learn, or have reason to believe, any computer you use to access Card Center Direct is compromised and not secure, whether that potential or actual compromise is detected by you or by us through your access to our network and systems, we may, in our sole discretion, suspend, cancel or limit your access to Card Center Direct without prior notice to you. If, after suspending, canceling or limiting your access to Card Center Direct, we reactivate your access, you may have to re-establish some or all of your previously established settings, preferences, Payment Instructions, previously scheduled payment transactions, or links to third party services that you have established. You agree that we are not responsible for any viruses, firewalls, Malware, or similar devices or programs that you may encounter when using Card Center Direct, or, except to the extent required by law, for any unauthorized transactions resulting from these devices and programs.

### **3. Disclosure of Account Information - Our Privacy Policy.**

We only disclose information about your Account as set forth in our Privacy Policy. You may obtain a copy of our Privacy Policy (i) by using the Security and Privacy link, which can be found in the footer of the Card Center Direct login page, (ii) by accessing the Privacy Policy provided on the Card Center Direct Support Page, and (iii) by calling Card Center Direct Support, as applicable. That number is shown at the end of these Terms in the “How to Contact Us” section.

### **4. Information We Collect.**

When you interact with us at any website or application that we own or control, or with our applications or third-party websites, we or our Service Providers collect certain information about you and the computer or Mobile Device you are using “cookies” and/or pixel tags (i) for security and fraud monitoring/prevention purposes, and (ii) to provide you with an improved experience on the site. By not allowing cookies, you may prevent our services from functioning as intended.

Our practices in this regard are set forth in our Online Privacy Notice. You may obtain a copy of our Online Privacy Policy (i) by using the Security and Privacy link, which can be found in the footer of the Card Center Direct login page, (ii) by accessing the Privacy Policy provided on the Card Center Direct support page, and (iii) by calling Card Center Direct Support, as applicable. That number is shown at the end of these Terms in the “How to Contact Us” section.

When visiting external websites, you should review those websites' privacy policies and other terms of use to learn more about how they collect and use any personally identifiable information.

#### **E. YOUR REPRESENTATIONS CONCERNING ACCOUNTS YOU ACCESS THROUGH CARD CENTER DIRECT; OUR RELIANCE ON YOUR INSTRUCTIONS.**

You represent to us that you are the legal owner of, or have legal authority to act on behalf of the owner(s) of, any credit card Account and Funding Account that you access through Card Center Direct, and that you are authorized to receive the financial information pertaining to those accounts. You represent and agree that all information you provide to us in connection with Card Center Direct is accurate, current and complete, and that you have the right to provide that information to us for the purpose of enrolling in and using Card Center Direct. You agree to not misrepresent your identity or your Account information. You agree to keep your Account information, including your email address, up to date and accurate.

We may rely and act on instructions that we receive through Card Center Direct from you, from anyone to whom you gave or made available your Security Credentials, from authorized Users you have established, from anyone acting at your direction or with your consent (express or implied), from anyone acting with authority from you (express or implied), and from any person who is an agent with respect to any account which you may access through Card Center Direct. All such instructions will be considered as having been given to us directly by you, and shall have the same authority as your written signature in authorizing us to comply with the instructions, until you notify us in writing or electronically as provided in these Terms that you have revoked that person's authority and we have had a reasonable period of time to act on that notice. When you notify us to revoke an authorized

User's or agent's authority to access Card Center Direct on your behalf, we may suspend your Card Center Direct access for such time as is necessary to secure your account(s) and to provide you with new Security Credentials.

Except to the extent prohibited by applicable law or regulation, you will be deemed to have expressly authorized any Card Center Direct transaction that is:

- initiated by you, at your direction, or with your consent (whether expressed or implied),
- initiated by an authorized User with respect to any account that may be accessed through Card Center Direct,
- initiated by any person (or that person's agent) who is the owner, co-owner or authorized representative of any account that you may access through Card Center Direct,
- that results in the transfer of funds between accounts you may access through Card Center Direct, even if subsequent transfers benefit someone else, or
- that is to or for your benefit (for example, the payment of a debt for which you are partially or fully liable).

If you claim a transaction is unauthorized, you must cooperate fully with us in our investigation of the transaction. You assign to us your right of recovery against the wrongdoer if we recredit your account. You agree to cooperate fully with us in the recovery of any loss we sustain and the prosecution of any wrongdoer.

**F. YOU MUST IMMEDIATELY REPORT TO US A COMPROMISE OF YOUR ACCOUNT, INFORMATION OR SECURITY CREDENTIALS.**

If You Believe Your Login ID, Password or Other Security Credentials Are Lost, Stolen or Used Without Your Authority:

TELL US AT ONCE if you believe your login ID, password and/or other Security Credentials have been lost, stolen, or used without your authority, or if you believe that a Payment Instruction entered in Card Center Direct to pay your credit card Account has been made without your permission. Failure to take appropriate steps could result in the loss of all the money in your Funding Account, plus the maximum amount of any line of credit or savings account linked to your Funding Account to provide overdraft protection. Telephoning is the best way of keeping your possible losses down, and we recommend that you call Card Center Direct Support as soon as possible at the toll-free number provided in the section at the end of these Terms titled “**How to Contact Us.**” More information is provided below in the section of these Terms titled “How to Notify Us if You Suspect that Unauthorized Activity Has Occurred on Your Account.”

## **G. SERVICES AVAILABLE THROUGH CARD CENTER DIRECT.**

Some of the Services described below may not be available for certain Accounts or customers or through certain devices such as some Mobile Devices. We reserve the right to modify the scope and type of activities offered via Card Center Direct and any of the Services at any time, or limit eligibility for these Services, in our sole discretion.

We may also, from time to time, introduce new Services or enhance existing Services. By using new or enhanced Services when they become available, you agree to be bound by the terms governing each service.

### **1. Obtaining Balance, Transaction Information and Transaction History.**

You may use Card Center Direct to obtain balance information and transaction histories for co-brand credit card Accounts that you may have with us.

Balance information and transaction histories reported through Card Center Direct may not include transactions that have occurred since the close of business on the previous Business Day. Card Center Direct shows your current Balance, Last Statement Balance, Last Payment Amount, Minimum Payment Amount, and Payment Due Date, and other information about your Account.

Transaction history information for most Accounts is available in the Service for at least ninety days.

## 2. Statements, including e-Statements.

Copies of your Account statements are generally available any time in Card Center Direct for a period of 18 months. After that period of time, you can request a copy of your Account statement by calling Card Center Direct Support. You may be required to have additional software on your computer, such as Adobe®, in order to view statements.

Cardholders may elect to discontinue our automatic mailing of paper statements and to receive their Account statements only electronically ("**e-Statements**") through the Service. Stopping the automatic mailing of paper statements and choosing to receive your statements only electronically is optional.

When you elect e-Statements or convert any Account on which you currently receive paper statements to e-Statements, you will be required to accept our electronic statement and notice terms and conditions at the **Statement Delivery Preferences** tab. When you elect e-Statements for an Account, we will no longer automatically send you paper statements through the mail.

If you previously elected e-Statements for this Account, that election continues to be effective until you notify us that you have revoked that election. Please see the Statement Delivery Preference tab for more information on how to cancel your e-Statement election.

If you elect e-Statements for this Account, you will receive an email notifying you when your current Account statement is available for viewing. The email will be sent to your current email address on record with us. Our delivery of an email to your email address on our records that notifies you of the

availability of the statement will constitute our actual delivery of the statement to you for all purposes, including giving you notice of possible unauthorized transactions that may be shown in that statement. Therefore, you should sign into Card Center Direct to view your statement promptly and bring any such transaction immediately to our attention.

You must update your email address in Card Center Direct when your email address changes.

### **3. Making Payments to Your Account.**

To establish payments from a Funding Account to your credit card Account to cover your minimum payment due or to pay your balance in full, you must first identify the financial institution, its routing and transit number and the Funding Account number using the “Add External Account” menu. You will be asked to verify that you have authority to make withdrawals from that account by following the verification procedures on our website. Once you have validated the Funding Account, you may establish a one-time payment. If you choose to establish recurring payments (Auto Pay) you will be presented with our Auto Pay Terms and Conditions, which you must accept before we will set up your Auto Payment Instruction. Your payment options are disclosed in the “Pay Credit Card” menu.

When you establish an arrangement with us to automatically debit a Funding Account to pay your credit card Account and each time you request an automatic payment from the Funding Account, you represent and warrant to us that you have the authority to debit the Funding Account, and you authorize us to charge the Funding Account for any payments authorized under that billing arrangement until you have cancelled the automatic billing arrangement by notice to us in the manner set forth in the next paragraph .

### **4. Cancelling a (Preauthorized) Payment to Your Account.**

The best way to cancel a preauthorized payment arrangement that you have established in Card Center Direct with us is by using the Service. For cancelling a one-time payment, go to the Online Activity page under the “Single Transactions” tab, and select the payment you would like to update or cancel. For cancelling a recurring transfer, go to the “Recurring Transfers” tab in the “Online Activity”

page. Specify whether you want to cancel only the next payment due, or all future recurring payments for that Account. You must enter your instruction in Card Center Direct before 9:00 p.m. Central Time on a Business Day in order for the instruction to be effective on the following Business Day. Otherwise, the instruction will be deemed to have been received the next Business Day and will be effective on the next following Business Day. To cancel automatic payment instructions, you can do so in the Pay Credit Card page, on the "Autopay" tab. If you notify us to cancel the automatic billing arrangement using a Secure Message (we do not recommend that you use a Secure Message for that purpose), the cancellation may not be effective until three (3) Business Days after we received your notice.

If you set up the automatic payment arrangement to your Account using another bank's payment facilities, please contact the financial institution that holds your Funding Account to cancel your payment. That institution will advise you of its deadline.

## 5. Secure Messages.

You may communicate with us, and we may communicate with you electronically through our "Secure Messages" page in Card Center Direct. Those messages are encrypted using standard encryption technology used in the financial services industry to protect your messages from being seen by others outside our organization.

When we send you a Secure Message, you are considered to have received the message as of the time that it is delivered to your inbox in the Service, even if you don't log into the Service or review the message until a later time. If you send us a Secure Mail message, we will be deemed to have received it on or by the following Business Day. You agree that we will have a reasonable time to act on your message. **Therefore, we do not recommend that you use Secure Messages if you need to communicate with us immediately, for example, to report an unauthorized transaction from your Account.**

In order to reduce possible errors, we will not honor a request that you make through Secure Messages to modify the amount or to change the Funding Account for a payment that you intend to

make to your Account through the Service, and we will not accept other Payment Instructions or to most other actions that have established menu functions in Card Center Direct via Secure Messages. You must use the applicable Service menu for those functions.

You may use Secure Messages to tell us to cancel a future dated or pre-authorized recurring Payment Instruction, but we do not recommend that you use the Secure Messages in that manner. If you do, you must accurately identify the Funding Account from which the payment is to be made, the scheduled date of the payment, and if it is a recurring payment, whether all such future payments are to be cancelled or just the next scheduled recurring payment. If you don't tell us differently, we will assume that it is just the next scheduled recurring payment was intended to be cancelled. And your instruction must be received by us in Secure Messages at least three (3) Business Days before the recurring payment is scheduled to be processed.

Secure Mail messages sent to the Bank are the property of the Bank, and we reserve the right to delete such messages from the system from time to time.

We provide certain pre-selected topics for you to use when communicating with us about your Account, and we encourage you to use these topics, because they will help guide your message to the right customer service group. If we are unable to respond to your message without obtaining more information from you, we will either send you a response through Secure Messages, or we may call you at a telephone number that we have on file for you. You consent to our contacting you at any number that you provide to us in order to service your Account, including through the use of autodialers or other automated equipment.

If the subject matter of your message involves something that requires a response to be "in writing" under governmental regulations, you consent to our delivering the information to you electronically via a Secure Message. .

## **6. Alerts.**

Card Center Direct provides you with security alerts that help protect your Account. Security alerts will be sent to the email address we have on file for you for this Service, and will also be available in the Secure Messages feature of the Service.

**a. Security Alerts.**

Online Security Alerts help you monitor and protect your Account from unauthorized access. Typical security alerts include notifying the customer when a password has been changed, a computer browser is successfully registered for Card Center Direct, a User login is disabled or a User login is locked out, or a new User is created.

In some circumstances, when we perceive that unusual behavior may be occurring in one or more of your Accounts and time is of the essence, we attempt to contact you immediately to verify the activity or transactions in question, using any communication channel that is available to us.

**b. Other General Information About Alerts.**

Security Alerts apply only to your use of Card Center Direct and the Account that you access through the Service. We will not include your full account number in an Alert; however, Alerts may contain your name and certain other information about your Account. Anyone with access to your email may be able to access the contents of the Alerts. It is your responsibility to secure and protect your computer or Mobile Device, your Security Credentials, and your email from unauthorized access, and to provide us with timely and accurate information for your email for delivery of Security Alerts in order to protect the confidentiality of your information.

If you require additional details about an Alert, you may send us a secure email through Secure Messages. You may also contact us at Card Center Direct Support. We may change, suspend or terminate the Alerts service at any time without prior notice.

ANY ALERTS WE SEND TO YOU ARE PROVIDED AS A CONVENIENCE TO YOU AND/OR FOR ADDED SECURITY. WE ARE NOT RESPONSIBLE FOR ANY FAILURE TO SEND,

MISDIRECTION, ERROR IN CONTENT, OR DELAY IN SENDING ANY ALERTS, INCLUDING ANY TYPE OF SECURITY ALERT, OR FOR ANY FAILURE OR DELAY IN YOUR RECEIPT OF AN ALERT OR FOR ANY ACTIONS YOU TAKE IN RESPONSE TO AN ALERT. WE DO NOT GUARANTEE THE DELIVERY OR ACCURACY OF THE CONTENTS OF ANY ALERT. YOU AGREE THAT YOU WILL NOT RELY EXCLUSIVELY ON RECEIVING ALERTS FROM US TO MONITOR YOUR ACCOUNT. IN NO EVENT WILL WE BE LIABLE FOR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH OUR PROVIDING, FAILING TO PROVIDE, OR ERRORS IN PROVIDING ALERT SERVICES.

**c. Visa Purchase Alerts.**

Visa Purchase Alerts is a service that sends you alert messages via email and/or SMS text message when activity on your enrolled Visa card(s) has been triggered by criteria you select from those available through the service. This service provided by Visa USA, Inc. and its affiliates, and is for use only for enrolled Visa cards. The Service is governed by separate terms and conditions that you receive when you enroll in the service. Although we offer Visa Alerts Service as a convenience to our cardholders, we make no warranties regarding the service and have no liability as for the performance, accuracy, or potential unavailability or timeliness of the service.

**7. Mobile Access.**

**a. Supported devices.**

You can access our Card Center Direct Service by using a variety of supported electronic Mobile Devices. More information is provided on the Support Page at <https://www.cardcenterdirect.com/Support/Support>. You can get technical advice on Mobile Apps and the Web browsers that we support by calling us at the number for Card Center Direct Support shown at the end of this Agreement.

Card Center Direct is accessible through Mobile Applications (“**Mobile Apps**”) for selected mobile devices using Android™ or Apple® operating systems. Our Mobile App, if available for your Mobile Device and operating system version, will made available through your device-specific App Store.

Using a Mobile App also requires you have a data plan with your mobile carrier, and your mobile device must support Mobile applications.

We are not responsible if you attempt to access the Service using an unsupported mobile device.

### **b. Protecting Your Mobile Device.**

Although your User ID can be saved within the Mobile Device, your Password is not and should not be saved to your device. For your security, we strongly recommend that you never save passwords on your mobile device. Your Card Center Direct Password is protected by industry-standard encryption when entered on the mobile device.

If you change your phone number and you have that number enrolled to receive SMS/Text for secure access code delivery when you authenticate, you will need to delete the old number and reestablish with the new number. You can adjust the text number, voice number and email address using the Security Preference feature under Settings within Card Center Direct.

You agree to indemnify, defend, and hold us, our affiliates and service providers harmless for failed, delayed or misdirected delivery of information because of any error you make in enrolling your Mobile Device in our Card Center Direct Service or because you fail update us on any change to your authorized Mobile Device.

### **c. Mobile Functions.**

You can access our Card Center Direct Service using the browser on your Mobile Device to view your transaction history and to make payments on your Account in the same manner that you can when you access the Service through a personal computer and/or browser. Please refer to other sections of these terms regarding how to contact us if you believe a card transaction or payment reflected on your Account statement or transaction history shown in the Service was unauthorized or incorrect.

**d. Mobile Application Functions.**

We support Mobile Apps for select devices. The App will offer the same functionality that is available through a browser on a mobile device.

**e. Your Agreement with Your Mobile Service Provider.**

You remain subject to the terms and conditions set forth by your mobile service provider (i.e. AT&T, Verizon, Sprint, T-Mobile etc.) or other unaffiliated party. Our agreement with you for Card Center Direct does not change your obligation to comply with those separate terms and conditions. You are responsible for any fees imposed by your mobile communications carrier. Those charges may include data usages fees, text messaging (SMS) fees, etc. You must directly resolve any issues that arise regarding your mobile service with your mobile carrier; we do not provide that kind of support.

**f. Software and Licenses.**

You are entitled to a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license to use the Card Center Direct system we make available to you strictly in accordance with this Agreement for the purpose of conducting mobile banking transactions as described in this Agreement. You may use this license within the United States and its territories through any of our available mobile banking service channels, such as Text Messaging, Mobile Web or Mobile App. If your Mobile Device supports one of our delivered Mobile Apps, you will be required to download our Mobile App from the App Store each time that you replace your Mobile Device. We do not charge for downloading our Mobile App. If you change your mobile number and your old number is used for Secure Access Code delivery, you are required to update you mobile number using Security Preferences with in the Setting menu in Card Center Direct. You may also contact us to change your telephone number by contacting Card Center Direct Support found at the end of the Agreement.

**g. Your Obligations Related to Mobile Banking.**

**Usage** – Our Mobile Banking Service will not work unless used properly. You are responsible for learning how to use our Mobile Banking Service as explained in the Card Center Direct Support section at <https://www.cardcenterdirect.com/Support/Support>. Additionally, you are responsible for making sure that you know how to use your mobile device and our Card Center Direct software.

**User Behavior** – You agree that you will not use our Card Center Direct service in any way that will (a) infringe any third-party copyright, patent, trademark, trade secret or any other proprietary rights, including any rights in the Mobile App Software downloaded from your device’s App Store, should you decide to use the Mobile App Software downloaded from your device’s App Store, should you decide to use the Mobile App mobile delivery channel, (b) be fraudulent or involve the sale counterfeit or stolen items, including, but not limited to, use of mobile banking to impersonate another person or entity (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) falsely represent yourself, be deceptive or inaccurate (e) create liability for us or our affiliates or service providers, or cause us to lose any part of the Service or services provided by our service provider; (f) be offensive, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to our Mobile Banking service (i) interfere with or disrupt Mobile Banking services of another user; or (j) use our Mobile Banking Service to gain unauthorized access to other computer systems.

**User Security** – You agree not to make your User ID and Password that you use to access your account available to unauthorized individuals. You are solely responsible for financial transactions authorized through your Mobile Device, including but not limited to bill payments and transfers. If you permit other individuals to use your User ID and Password to access the Service, you are liable for any transactions that they authorize against your Accounts. You agree to exercise caution when using the Service on your Mobile Device and to use good judgment when obtaining or transmitting information. We recommend that you lock your mobile device when a lock feature is available. We recommend that you delete Text Messages / SMS received through our Service once you have read them. You agree to notify us immediately if your enrolled mobile device is lost or stolen or if you change your telephone number, and you are using your telephone number for delivery of Secure

Access Codes. You can enroll your new telephone number and delete your old telephone number using Security Preferences within the Settings menu within the Service.

If you believe that your use of the Service has been compromised in any way, you must immediately contact Card Center Direct Support at the number provided at the end of this Agreement.

**Proprietary Rights** – You are entitled to use content delivered to your Mobile Device by us for Mobile Access services only. You may not copy, reproduce, create or distribute plagiaristic works from our content. You agree that you will make no attempt to reverse engineer our Mobile Access service technology, Software or Local App residing on a mobile device.

**Indemnification** – You agree to indemnify, defend, and hold us, our affiliates and service providers harmless from any and all third party claims, expenses, costs, liability and damages (including, but not limited to, reasonable attorney fees) arising from your use by any other person whom you have authorized to access your account information through our Mobile Access service (including, but not limited to, the Software and App), your violation of these Terms or your infringement of any of our Intellectual Property Rights. We will not be liable to you for special, indirect or consequential damages.

#### **h. Additional Mobile Banking Terms.**

**Service Availability** – The availability, response time and proper functioning of our Mobile Access service depends on many factors including, but not limited to, your geographic location relative to your mobile carrier's geographic coverage, wireless network availability, signal strength and the hardware and software of the mobile device itself. Neither we nor our service providers warrant that the service will operate without interruption, be free from error or will meet your expectations. You agree that neither we nor our service providers will be held liable for any loss or damage caused by our Mobile Access service not being available, or its failure to function properly, or for any actions taken in reliance thereon including, but not limited to, service interruptions, inaccuracies, delays, loss of data or loss of personalized settings.

**Service Limitations** – We will not be held responsible for the operation, security, functionality or availability of any wireless device or mobile network you utilize when accessing our Mobile Access service.

**No Service Warranty** – Our Mobile Access Service is offered “AS IS” without warranty of any kind, express or implied.

## **8. Rewards Website.**

If your Account provides you with the opportunity to earn Rewards, we will separately provide you with information about your Rewards and how you earn them. We will include on your Statements and under “Account Details” in Card Center Direct the current status of the Rewards you have earned. It could take up to two billing periods for your earned Rewards to appear on your Statement. Some Rewards programs may offer a “Rewards Website” that shows the current Rewards options and makes it easy to redeem the of Rewards you have earned. We will provide a link to the “Rewards Website” from your “Account Details” page in Card Center Direct. Please review the Rewards Rules that apply to your Account.

## **H. GENERAL CONTRACTUAL TERMS.**

### **1. Transaction Limitations.**

We may impose certain limits on the frequency, number, and dollar amounts of the Payment Transaction you can perform using Card Center Direct, but those limits are not disclosed in these Terms for security reasons. If you make a Payment Transaction to your Account from a Funding Account that is a savings or money market account, federal regulations limit third party or pre-authorized transfers and withdrawals to six per statement cycle, and the institution that holds that account may charge a fee you if you exceed that limit.

### **2. Accuracy of Information.**

Account information you obtain through Card Center Direct may not always be accurate or current. In addition, the balance in your Account may change at any time as we post purchases, cash advances, balance transfers, interest charges and fees against your Account; therefore, the information provided to you through Card Center Direct could become outdated. You agree that neither we nor our Service Providers will be liable for any errors or delays in providing or updating account information available in Card Center Direct, or for any actions you take in reliance on any such information as provided in the Service.

You are responsible for the accuracy of your data entry and use of Card Center Direct when accessing your Account and conducting transactions. We are not liable for errors caused by your misuse or error. This includes any error caused by "pre-filling" or automated entry done on your behalf by the device, system or application software.

### **3. Limitations on our Liability.**

We will use reasonable care to comply with your instructions regarding Payments Instructions. However, we will incur no liability (and no obligation to reimburse you for late charges or other losses you incur) if we are unable to complete any of your payment due to the existence of certain circumstances. See the sections of this Agreement below above titled "Additional Limitations of Liability."

### **4. Liability for Loss of Data or Erroneous Data.**

Each party will bear the liability or the risk of any error or loss of data, information, transactions or other losses which may be due to the failure of their respective computer system or third-party communications provider on which each party may rely. We shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of your use of your computer system or Mobile Device, including but not limited to damage or loss resulting from date-related problems.

### **5. Fees and Charges.**

**a. Fees.**

We do not currently charge a fee for the Card Center Direct Service. We may amend this agreement in the future to charge such fees. Any applicable fees relating to Card Center Direct may be charged against the Account,. Your credit card Account will incur the fees and charges set forth in the Cardholder Agreement, such as late payment fees or NSF fees if a payment made on your Account is returned. See your Cardholder Agreement for more details.

**b. Third-Party Fees.**

You understand that other agreements you may have with unaffiliated Third-Party Service Providers may include fees, limitations, and restrictions that might impact your use of Card Center Direct (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with the Service, receiving or sending text messages, or other use of your Mobile Device to access Online Banking), and you agree to be solely responsible for all such fees, limitations and restrictions.

**6. Cancellation, Termination, or Suspension of Card Center Direct.**

You may cancel your use of Card Center Direct by giving us at least 10 days prior written notice by telephone or in writing using the information in the “How to Contact Us” section below. You may also do so by email us via a Secure Message. You must tell us your name, address and the effective date of your cancellation.

You must notify us at least ten (10) days prior to the date on which you wish to have your Service terminated. We may require that you put your request in writing. If you have scheduled payments with a Process Date within this ten-day period, you also must separately cancel those payments. If we have not completed processing your termination request and you have not otherwise canceled a Payment Instruction, you will be responsible for payments with Process Dates during the ten (10)

days following our receipt of your written notice of termination. We may terminate your use of the Service, in whole or in part, at any time without prior notice.

We can refuse to provide the Service to anyone, change the provisions of these Terms, and/or modify Card Center Direct or its services and features at any time and without notice to you except to the extent that the law requires that we provide a notice to you. Except as otherwise required by law, we may also, in our sole discretion, terminate or suspend all or part of your use of Card Center Direct or the Services at any time without prior notice, with or without cause, and without liability to you. Without limited the generality of the foregoing modification, termination, and suspension rights, we may also suspend your access to Investor Online Direct, with or without notice to you, upon any actual threatened or suspected breach of the security of the Service, your computer or Mobile Device, or for any other conduct we deem to be inappropriate or detrimental to us, Service, or any other customer or service provider.

If more than one person can access an Account through Card Center Direct, we reserve the absolute right to terminate all access to the Service upon the request of any owner (including any co-owner of the Account, with respect to the access of any User. In addition, our service providers through which we offer various electronic or mobile payment services may terminate your access to Card Center Direct and/or any of its services without prior notice to you, with or without cause.

Neither your cancellation nor our termination or discontinuation of the Service shall affect your liability or obligations that have accrued prior to the date of cancellation or termination under any of the provisions of these Terms which, by their nature or by express provision, are intended to survive cancellation and termination. You will remain liable for payments, transfers and other transactions in process and for the payment of any accrued fees and charges.

## **7. Notices.**

Any notice we give you concerning Card Center Direct and/or your Account is effective (i) when we send you a Secure Message in Card Center Direct or an email to your email address of record, regardless of when you actually view the message, (ii) when you access or use the Service after the

effective date of a notice that is posted on our Card Center Direct web site, or (iii) when we mail or deliver the notice to you at the mailing address we have for you in our records.

When applicable, we will send you notices in accordance with Regulation E and/or the Electronic Fund Transfers Act, which govern Consumer accounts. Any notice we send you will be deemed to have been received by you at the earlier of (i) when the notice has been sent to your computer, e-mail address, Mobile Device or as a Secure Message in the Service, and in accordance with the terms of these Terms and any required E-SIGN Consent that you have provided, or (ii) within three days of being sent through the U.S. mail. If any of your Accounts has more than one co-owner, notice to any one co-owner will be considered effective notice to all.

A notice that alerts you to availability of a disclosure on an Internet web site (including our Secure Message feature ) and that provides you with the web site address of where you can retrieve the disclosure, in lieu of sending you the entire disclosure, will be sufficient notice, If you have consented to receive notices from us electronically.

## **8. Tell Us When You Change Your Contact Information.**

You agree to notify us promptly of any change in your personal or business information, including your home address, email address and telephone number as this information is relevant to the Services available through Card Center Direct. You may access the “My Profile” feature within the Settings menu to change your contact information for your home address, email address and phone number. To change your delivery information for secure access code delivery, access the “Security Preferences” feature within the Settings menu. You may also contact Card Center Direct Support at the toll free number provided at the end of this agreement.

## **9. Joint and Several Liability.**

If your Account has co-owners, each co-owner will be jointly and severally liable for any obligation which arises from the use of Card Center Direct to access the Account.

## **10. Monitoring.**

Except to the extent prohibited by law, we reserve the right to review and/or monitor transactions and instructions submitted via Card Center Direct for security, legal, compliance, fraud, and related purposes.

## **11. Service Providers – Third-Party Beneficiaries.**

You agree that our service providers may rely upon your agreements, representations and warranties in these Terms, and such service providers are third-party beneficiaries of such agreements, representations and warranties with the power to enforce those provisions against you, as applicable and as the circumstances or context may require.

## **12. Interruption of Service.**

We make no representation or warranties that the Service or any of its features will be uninterrupted or error free. We may on a regular basis perform maintenance on our equipment or system which may result in errors or interrupted service on Card Center Direct. We also may need to change the scope of our Services from time to time. We will attempt to provide prior notice of any interruptions and maintenance-related changes but cannot guarantee that such notice will be provided.

We shall not be liable for any failure of ours or of our service providers to perform our obligations under these Terms due to the occurrence of an event beyond our control (including without limitation fire, flood, power outage, acts of God, government or civil authority, civil or labor disturbance, war, or riots). Our sole obligation to you arising out of (i) the non-availability of Card Center Direct, or (ii) an interruption or delay in providing the Service shall be to use commercially reasonable efforts to resume such Services as reasonably practicable.

## **13. Warranties.**

WE MAKE NO WARRANTY, EXPRESSED OR IMPLIED, TO YOU CONCERNING CARD CENTER DIRECT, ANY OF THE SERVICES OR FEATURES ACCESSED THROUGH SOFTWARE, WEB BROWSERS, APPS ACCESSED THROUGH THE INTERNET, OR ANY INTERNET SERVICES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, EXCEPT TO THE EXTENT REQUIRED BY LAW. ALL IMPLIED WARRANTIES ARE DISCLAIMED.

IN NO EVENT SHALL ANY LICENSOR OR SERVICE PROVIDER OF ANY SOFTWARE OR SERVICE PROVIDED BY OR THROUGH US HEREUNDER BE LIABLE TO YOU FOR ANY ERROR, LOSS OF DATA, MALFUNCTION, OR DEFECT OF OR CAUSED BY SUCH SOFTWARE OR SERVICE. WE MAKE NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CORRECTNESS OF ANY THIRD-PARTY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF CARD CENTER DIRECT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM YOUR USE OF ONLINE BANKING WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED IN THESE TERMS.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF CARD CENTER DIRECT IS AT YOUR SOLE RISK. CARD CENTER DIRECT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH OR IN CONNECTION WITH THE USE OF CARD CENTER DIRECT IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND WE OR OUR SERVICE PROVIDERS ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR MOBILE DEVICE OR ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE.

#### **14. Additional Limitations of Liability.**

THE FOREGOING SHALL CONSTITUTE OUR, AND OUR SERVICE PROVIDERS', ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY IN CONNECTION WITH YOUR USE OF CARD CENTER DIRECT. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR AS

REQUIRED BY LAW, IN NO EVENT SHALL THE BANK, ITS HOLDING COMPANY, AFFILIATES, SUBSIDIARIES OR SERVICE PROVIDERS, OR ANY RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTOR(S) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF WE ARE ADVISED OF THE POSSIBILITY THEREOF), ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF ANY COMPUTER EQUIPMENT, MOBILE ACCESS, AND/OR ANY SERVICE YOU MAY ACCESS OR OBTAIN THROUGH CARD CENTER DIRECT, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF CARD CENTER DIRECT AND/OR ANY OF ITS SERVICES AND FEATURES (INCLUDING ANY SOFTWARE OR MATERIALS SUPPLIED IN CONNECTION WITH THE SERVICE) SHALL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT THE APPLICABLE SERVICE.

**15. Indemnification.**

YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND US, OUR DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS AND SERVICE PROVIDERS FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, LIABILITY, DAMAGES, EXPENSES AND/OR COSTS OF EVERY KIND (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES) CAUSED BY OR ARISING FROM YOUR USE OF CARD CENTER DIRECT, OR THE USE OF THE SERVICE BY ANY OF YOUR CO-ACCOUNTHOLDERS, REPRESENTATIVES, USERS OR ANY OTHER INDIVIDUAL WHOM YOU HAVE PERMITTED TO USE CARD CENTER DIRECT, OUR RELIANCE ON YOUR PAYMENT INSTRUCTIONS, YOUR BREACH OF THESE TERMS, THE PERFORMANCE OR NON-PERFORMANCE OF OTHER FINANCIAL INSTITUTIONS, YOUR INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY, AND/OR YOUR COMMISSION OF FRAUD OR ANY OTHER UNLAWFUL ACTIVITY OR CONDUCT.

## **16. Assignment.**

You may not assign these Terms to any other person or entity (in whole or in part and including by sale, merger, consolidation, or other operation of law). Any assignment in violation of the foregoing will be null and void. We may assign these Terms to any company with which we are directly or indirectly affiliated or to any party that assumes our obligations hereunder. We may also assign or delegate certain of our rights or responsibilities under these Terms to independent contractors or other third parties.

## **17. Entire Agreement.**

Except as set forth in the following sentence, these Terms and any referenced agreements (including any exhibits) are the entire agreement between you and us with respect to Card Center Direct and all of its services and features. These Terms and Conditions supersede any marketing or other similar material pertaining to the Service, whether delivered to you in writing, verbally or obtained on our Internet web site or the site of an Internet service.

## **18. Severability.**

If any provisions of these Terms are found to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force.

## **19. No Waiver.**

We will not be deemed to have waived any of our rights or remedies under these Terms unless we send the waiver to you by Electronic Message or we otherwise mail or deliver to you a written waiver signed by us. No delay or omission on our part in exercising any of our rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies we may have. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

## **20. Governing Law.**

These Terms shall be governed by and construed in accordance with the laws of the State of Missouri and applicable federal law. Please note that your Funding Account, and the other products or services that you receive from the Co-Brand Company, may be governed by the laws of other jurisdictions, as set forth in the agreements governing those products or services.

## **21. Copyrights and Usage Obligations.**

The content and information on our Card Center Direct website and any application is copyrighted by UMB Financial Corporation, and the unauthorized reproduction, distribution of or creation of derivative works from any portions is prohibited.

Card Center Direct is for your use only. You agree not to resell your use of the Service. You are permitted to use content delivered to you through Card Center Direct or any of its services only in connection with your proper use of the Service. We reserve the right to block your access to Card Center Direct if we or our service providers have reason to believe you are misusing the Service or otherwise not complying with these Terms.

You agree not to use Card Center Direct or the content or information delivered through the Service in any way that would (i) infringe any third-party copyright, patent, trademark, trade secret, or other Intellectual Property Rights or rights of publicity or privacy, including any rights in the Card Center Direct software, (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity, (iii) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising), (iv) be false, misleading or inaccurate, (v) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers, (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing, (vii) potentially be perceived as illegal, offensive or objectionable,

(viii) interfere with or disrupt computer networks connected to Card Center Direct, (ix) interfere with or disrupt the use of Card Center Direct by any other user, (x) result in unauthorized entry or access to the computer systems or networks of others; (xi) send unsolicited electronic mail messages (also known as spam).

## **I. HOW TO NOTIFY US IF YOU SUSPECT THAT UNAUTHORIZED ACTIVITY HAS OCCURRED ON YOUR ACCOUNT.**

**1. Errors in Making Payments from your Funding Account or Unauthorized Access to Card Center Direct - Error Resolution Procedures.** Tell us **AT ONCE** if you believe any of your Security Credentials used to access Card Center Direct or if you believe that Card Center Direct was used to make an unauthorized Payment Transaction from your Funding Account to pay your credit card Account.. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Funding Account (plus the maximum amount of any line of credit or savings account linked to that account for overdraft protection transfer purposes).

Consumer Liability for Unauthorized Transfers. If you are a Consumer customer and believe one or more of your Security Credentials has been lost or stolen, and you tell us within two Business Days after you learn of the loss or theft, you can lose no more than \$50 for unauthorized Payment Transactions made through Card Center Direct. However, if you do NOT tell us within two Business Days after you learn of the loss or theft of your Security Credentials, and we can prove we could have stopped someone from using your Security Credentials without your permission if you had told us, Consumer customers could lose as much as \$500 from the unauthorized Payment Transactions. Losses could include not only the money in your Funding Account, but also advances on any credit line or savings account associated with your Funding Account to provide overdraft protection.

We will send you a monthly Account statement for your credit card Accounts unless your Account has been closed and no longer has a balance or has been charged off. (For customers who have elected to receive e-Statements, those statements will be delivered electronically. The statement will include all Payments Transactions you initiated through Card Center Direct that were credited to your credit card Account. If your statement shows Payments Transactions from your Funding Account made

through the Service that you did not make, including those made by use of your Security Credentials, tell us at once. If you are a Consumer customer and you do not tell us within 60 days after the statement documenting the Payment Transactions was made available 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. However, if a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

Errors or Questions. If you think your statement or any account or transaction information reflected on Card Center Direct is wrong or if you need more information about a transaction CALL US IMMEDIATELY at Card Center Direct Support. Alternatively you may write us at the address in the How To Contact Us section at the bottom of these Terms.

We must hear from you no later than 60 days after we make available to you the FIRST statement on which the problem or error appeared. When you notify us: (i) tell us your name and account number, (ii) describe the error or the transfer you are unsure about (including the date it occurred), and explain as clearly as you can why you believe it is an error or why you need more information, and (iii) tell us the dollar amount of the suspected error. If you tell us in person or by telephone, we may require that you follow up your oral notice or questions in writing. If we require written notice, we must receive this writing within 10 Business Days of your oral notice.

We will determine whether an error occurred within ten (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 forty- five (45) days to investigate your complaint or question. If we decide to do this, and your Account is a Consumer Account, we will provisionally credit your account within ten (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 do not receive it within ten (10) business days, we may not provisionally credit your account. For errors involving new accounts, 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 (3) business days after completing our investigation. If we decide 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.

## **2. Errors Involving Your Credit Card Charges – Your Billing Rights.**

**YOUR BILLING RIGHTS: KEEP AND REFER TO THIS SECTION FOR FURTHER 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 credit card Statement.** If you think there is an error on your Statement involving a purchase, cash advance, fee or charge, write to us at: Card Services, P.O. Box 419734, Kansas City, MO 64141-6734.

When you write us, please 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 at (800) 821-5184, or from the Kansas City area, call (816) 843-2000, 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 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 and fees. We will send you a Statement of the amount you owe and the date the 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 will 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 above criteria are met and you are still dissatisfied with the purchase, contact us in writing at: Card Services, P.O. Box 419734, Kansas City, MO 64141-6734.

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 do not pay, we may report you as delinquent

**3. Disclosure of Account Information to Third Parties.** We will disclose information to third parties about your Accounts or the transactions you make:

- a. Where it is necessary for completing a transaction or for administering your Account; or
- b. In order to verify the existence and condition of your Accounts to a third party, such as a credit bureau or merchant; or
- c. In order to comply with the order of a governmental agency or court or a subpoena; or
- d. If you give us your written permission; or
- e. Pursuant to a request from a company that provides services such as investments to your Account; or
- f. As provided in our Privacy Policy; or
- g. As otherwise provided by Missouri or federal law.

## **J. ADDITIONAL LIMITATIONS ON OUR LIABILITY FOR BUSINESS ACCOUNTS.**

### **1. Regulation E and the Electronic Funds Transfer Act Do Not Apply to Business Customer Use of Card Center Direct.**

The consumer protection provisions of the federal Electronic Fund Transfer Act and the Bureau of Consumer Financial Protection's ("CFPB") Regulation E apply only to Electronic Fund Transfers involving checking and savings accounts established primarily for personal, family or household purposes. If your Account is owned by an entity instead of by a natural person, or if it was established

or is used primarily for business, commercial, agricultural or governmental purposes, then the provisions of Regulation E and any similar state laws or regulations do not apply to you, and any Electronic Fund Transfer initiated or processed through Card Center Direct with the use of your Security Credentials will be considered an "authorized use." Your liability for any Payment Transaction relating to that Account will be unlimited, notwithstanding the provisions of the federal Electronic Fund Transfer Act, Regulation E, similar state laws or regulations, or any standardized literature or disclosures we may send you. Business clients are be fully responsible for the security of their Security Credentials and any Cards issued in connection with their Accounts, whether the transaction or the use of the Security Credentials or Cards was in fact authorized or unauthorized. Business clients may limit their continued liability for unauthorized transactions by notifying Card Center Direct in writing of the claim of unauthorized activity, and will not be responsible for unauthorized activity that occurs after our receipt of your notice and after we have had a reasonable period of time to act on the notice. We retain the right to investigate any claim that an electronic fund transfer accomplished through use of your Security Credentials is unauthorized, and we are not required to provide you with provisional credit during our investigation.

The limitations on our liability set forth in this subsection are in addition to, and not in place of, other exclusions and limits of liability set forth in these Terms.

## **K. HOW TO CONTACT US.**

### **Card Center Direct Support**

Need to talk to a representative about Card Center Direct right away? Call us at 1-877-253-4098 for immediate assistance.

For Technical Questions about [www.cardcenterdirect.com](http://www.cardcenterdirect.com) or the Card Center Direct App, including difficulty logging in to the website, setting up and managing Auto Payments, questions about Secure Messages, profile updates and managing preferences:

Contact:  
Card Center Direct Support  
877-253-4098  
Monday - Friday 7:00 AM - 8:00 PM CT  
Saturday 8:00 AM - 5:00 PM CT

For questions related to your credit card account, other than reporting a lost or stolen account, including address updates, requests to change your credit limit, balance and payment information requests, questions about credit card transactions posted to your Account or for copies of your Cardholder Agreement:

Contact:  
Card Services Support  
800-821-5184  
Available 24 Hours a Day, 7 Days a Week

#### Lost or Stolen Account Reporting

If you believe your security credentials have been lost or stolen or that someone has transferred or may transfer money from your Funding Account using the Service without your permission contact Card Center Direct Support at 877-556-7758.

Also, in case of errors or questions about your electronic transfers or payments, you can call Card Services Support at 800-821-5184.

Or, write to us at:  
Card Center Direct Support  
PO Box 219736  
Kansas City, MO 64141-6626

Rev. 07.15.2020