

5. PAYMENTS

The information below explains how we calculate your required payments, how you may make payments, and how we apply your payments to your Account balances.

Minimum Payment Calculation The Minimum Payment that we will show on your monthly billing Statement will equal:

- (1) Any Minimum Payment from the previous monthly billing period that you did not pay, plus:
- (2) The greater of:
 - a. \$25.00, or
 - b. The amount of any Late Payment Fee or Returned Payment Fee charged on the monthly billing Statement, or
 - c. The sum of
 - i. one percent (1%) of the New Balance, plus
 - ii. total billed monthly interest charges, plus
 - iii. any Late Payment or Returned Payment Fees.

The Minimum Payment will never exceed your Account's New Balance amount.

Sending Us Payments

Where: All payments that you make to us through the mail must be sent to us at the address for payments shown on your monthly billing Statement. The mailing address for payments is also shown below under "Other Customer Service Information." You can also make payments at our Online Banking website, at one of our branch offices or over the telephone to one of our Customer Service representatives.

When Payments Are Credited to your Account: Payments that we receive by 5:00 p.m. on any Business Day at the post office box address on your monthly billing Statement will be credited to your Account as of that day. If the Payment Due Date falls on a non-Business Day, we will treat any payment received by us at that post office box address by 5:00 p.m. on the next Business Day as being received by us on the Payment Due Date. Payments that do not meet the requirements of this "Sending Us Payments" section may be subject to a delay in crediting of up to five (5) days after the date of receipt.

When we receive a check in payment on your Account, we will credit the check as a payment to reduce the balance for purposes of calculating the interest you owe, but the full amount of your payment may not be reflected in your Available Credit for up to ten (10) Business Days, to allow us to be sure that the check is collected.

How: All payments must be payable in U.S. dollars from an account at a U.S. financial institution and otherwise in a form acceptable to us. Payments made with a check drawn on a foreign bank will not be accepted. We do not accept cash payments through the mail. You may not make payments with using the available credit from your Account or any other credit account with us or any other company within the UMB organization.

Payments made through the mail must include the payment slip that we send you as part of your monthly billing Statement.

Sending Us Checks; Notice of Electronic Presentment: When you provide a check as payment, you authorize us to either (1) process the payment as a check transaction or (2) use the information from your check to make a one-time electronic fund transfer ("EFT") from your deposit account. When we use information from your check for an EFT, funds may be withdrawn from your deposit account as soon as the same day we receive your payment. If your check is converted into an electronic image it will be collected and returned electronically.

Availability of Credit After Payment: We may, at our discretion, delay the availability of credit when you make a payment until we reasonably believe that your payment has cleared. We do not provide you with a notice if we delay replenishing your Available Credit to ensure the collectability of your payment. If we replenish your Credit Limit before a payment has cleared and a payment is returned to us unpaid, it will reduce your Available Credit, and may result in your Account being in an over-the-credit-limit status.

Payments Marked with Restrictive Words, Conditions or Instructions: Any check or other payment that has restrictive words, conditions, limitations, or special instructions added (including payments marked with the words "Paid in Full" or similar language) and all accompanying communications must be mailed to and received at P.O. Box 419734, Kansas City, Missouri 64141-6734, and include the phrase "Attn: Payment of Disputed Amount" or words of similar effect in the heading of your letter. If you make your payment or send any accompanying communications to any other address, we may accept and process the payment without losing any of our rights. We may deposit any such payment without that deposit effecting an accord and satisfaction with respect to the disputed amount.

Other Payment Provisions: We can accept partial payments, late payments or payments with any restrictive writing without losing our rights under this Agreement. You should not send us a postdated check to make a payment. If you do so, we may decide to present the check for payment before the date that you wrote on the check, or return it without processing it for payment to the person who sent it. We are not liable to you for any loss or expense arising from the action we decide to take in those circumstances.

We may adjust your Account as necessary to correct errors, to process returned and reversed payments, and to handle similar issues.

How Payments Are Applied

Minimum Payment: If applicable, your Statement will show the Minimum Payment Due and the Due Date. To avoid a late payment fee, you must pay us at least this minimum payment amount by the due date provided in the Statement. In addition to the minimum payment, you may pay all or part of the total balance on your Account. You must still pay at least the minimum payment amount each month, even if you paid greater than the minimum on the previous Statement. The entire balance is immediately due and payable if your Account is 180 days past due, part of a bankruptcy proceeding or is otherwise charged off.

We may apply your Minimum Payment to your Account in any manner that we choose, including in a way that is most favorable to us. However, all payments are applied in accordance with applicable law.

Amounts in Excess of Minimum Payment: If your Account has different Annual Percentage Rates that apply, such as when you have taken advantage of a promotional offer we made, and you make a payment that exceeds your Minimum Payment, we will generally apply the excess amount to your Account balances in order of the highest Annual Percentage Rate to the lowest Annual Percentage Rate.

Prepayment

You may pay all or any part of your outstanding Account balance at any time. Payment of more than the Minimum Payment Due in one billing period (but less than the outstanding balance) will not relieve you of the obligation to pay the entire Minimum Payment Due in any later billing period.

6. DEFAULT

The information below explains how you can avoid defaulting and what may happen if you do default.

Actions That Trigger a Default: To the extent permitted by applicable law, your Account will be in default if:

- (a) You fail to make any required Minimum Payment by the corresponding Payment Due Date;
- (b) Any payment you make is returned, not paid or cannot be processed and as a result, the required Minimum Payment is not made;
- (c) Your balance at any time exceeds your Credit Limit;
- (d) You (or any of you) fail to comply with any term of this Agreement;
- (e) You (or any of you) die or become legally incompetent;
- (f) You (or any of you) become insolvent or bankrupt;
- (g) You (or any of you) give us false or misleading information or an unauthorized signature at any time;
- (h) You (or any of you) fail to make any payment or perform any promise in any other agreement with us or on another obligation you owe us; or
- (i) Any judgment, lien, attachment or execution is issued against you or any of your property.

Potential Results of Triggering a Default: If you are in default, we may take the following actions without notifying you, unless the law says that we must notify you:

- (a) Revoke your Account privileges temporarily or permanently and close your Account;
- (b) Lower your Credit Limits;
- (c) Declare your full Account balance to be immediately due and payable, subject to any notice and cure rights required by applicable law;
- (d) Exercise any right or remedy under this Agreement and applicable law;
- (e) Continue to charge you interest charges and fees as long as your balances remain outstanding, subject to our compliance with applicable law; and

(f) Charge you fees and expenses incurred when we try to collect on your Account, including, subject to applicable law, attorneys' fee and court costs. If you are a resident of Nebraska, Iowa or any other state that prohibits contracting for or charging attorneys' fees when you default, we will not charge you attorneys' fees.

7. OTHER IMPORTANT INFORMATION AND TERMS

The section below contains additional important information and terms about how we can change the terms of this Agreement, and your rights under certain circumstances to reject the changes that we announce.

Changes to this Agreement

Summary: We have the right to make changes to this Agreement. We will notify you of these changes as we are required to and in the time frame prescribed by law.

Additional Details: Subject to applicable law, including the Truth in Lending Act and Regulation Z: (i) you agree that we may, in our sole discretion, from time to time change any of the terms and conditions of or add new terms and conditions to this Agreement, including changing the way that we compute interest charges, increasing or adding fees, or changing your Minimum Payment Due; (ii) any such changes will generally be effective immediately unless we are required by applicable law or elect, in our discretion, to provide you with advance written notice of the changes (and/or the reasons for the changes), afford you the right to reject the change and/or obtain your consent to the change (whether by written agreement, through obtaining an Advance after a specified date or through some other means). In those instances, those changes will be effective if, when and as stated in the notice that we send you; (iii) any changes may apply to your outstanding balance on the effective date of the change and to any future balances created after that date; and (iv) no change to any term of this Agreement will excuse your obligation to pay all amounts owing under this Agreement.

Change of Address

Summary: If your name or address changes, please notify us of the change by writing to us on a separate sheet at Card Services, P.O. Box 419734, Kansas City, Missouri 64141-6734.

Additional Details: We need information about you to manage your Account. The information we need includes:

- (1) your legal name;
- (2) a valid U.S. mailing address and residential address (if different);
- (3) your date of birth;
- (4) your Social Security Number or other government identification number;
- (5) your telephone number(s); and
- (6) the amount of income that is available to you and the source of that income.

You must tell us when this information changes. Please update your address in the manner provided on your Statement. You may also update some of this information by logging onto your Account on our Online Banking website, or by calling one of our representatives at the telephone number provided on your Statement or on the back of your Card. We may require you to provide additional documents that are acceptable to us to verify this information or any changes. We have the right to restrict or close your Account if we cannot verify your information or if you do not give us additional information as we requested.

Monitoring/Recording of Telephone Calls

Summary: We, and other parties we designate, can monitor and record our telephone conversations with you regarding your Account.

Additional Details: You consent to and authorize us, any of our affiliates, or any third party we designate to monitor and/or record any of your telephone conversations with our representatives or the representatives of any of those companies regarding your Account.

Reporting Information to Credit Bureaus and other entities; Identity Theft

Summary: We will report information about your Account to credit bureaus and obtain and use credit and income information about you from consumer (credit) reporting agencies and others as the law allows. If you ever discover what you believe to be an inaccuracy in the information that we report to credit bureaus, you must notify us. Use the address provided under the heading "Other Customer Service Information" to send us a notice that you believe we have reported information inaccurately about your Account.

Your Card is issued as part of a co-brand relationship between us and the company shown on the Card. A co-brand Card provides you with services or benefits from both UMB Bank and that company, and you agree that information concerning your Card and Account may be shared between us and that company from time to time.

Additional Details: We may report information about your Account to other creditors, other financial institutions and credit bureaus. **Late payments, missed payments or other defaults on your Account may be reflected in your credit report.** Information we provide might appear on your and the Authorized Users' credit reports. This could include negative information if you do not comply with the terms of this Agreement. You have the right to dispute the accuracy of information we have reported. If you believe that any information about your Account that we have reported to a credit bureau is inaccurate, or if you believe that you have been the victim of identity theft in connection with your Account or in connection with any other loan or extension of credit made by us, write us at the address given under the paragraph titled "Other Customer Service Information" below. Please include the heading "Attn: Fraud/Dispute" when you address your envelope, and please include your name, address, Account number, telephone number and a brief description of the problem. If available, please include a copy of the credit report in question. If you believe that you have been the victim of identity theft, you should send us a police report or written statement in a form we provide you alleging that you are the victim of identity theft for a specific debt. Once we receive such documentation, we will cease all debt collection activity until we have reviewed the materials, determined that the debt is still collectible, complied with all obligations under federal law and sent you a written notice describing the basis for our determination.

Liability

Summary: We are generally not liable for any injuries, accidents, losses, claims, expenses, inconveniences, costs or damages you sustain as a result of our failure to honor your Card.

Additional Details: We have no responsibility if anyone fails to honor your Card for any reason or for any retention of your Card by any machine, merchant, financial institution or any other person. We have no responsibility for any merchandise purchased or services rendered to you through the use of your Card, except for liability that is specifically imposed on us by law. Subject to the rights granted to you by any applicable law, including the Fair Credit Billing Act, you agree we are not responsible for any claim you might have regarding the purchases of goods or services made with your Card and you agree to assert only against the seller of the merchandise or services, and not against us, all defenses, rights and claims which you may have relating to goods or services purchased through the use of your Card.

Bankruptcy Notification

Summary: You must inform us if you declare bankruptcy.

Additional Details: All bankruptcy notices and related correspondence to us must be sent to us at the address for payments under the paragraph titled "Other Customer Service Information" below. Please include the heading "Attn: Bankruptcy Notice" when you address your envelope.

Governing Law

Summary: This Agreement is governed by Missouri and federal law and, with respect to fees and charges other than interest, by Nebraska law.

Additional Details: This Agreement, your Card, your Account and all transactions hereunder are governed by Missouri and federal law. The fees and charges that apply to your Account (other than the amount of the monthly interest that is calculated by applying an interest rate to an Average Daily Balance) will be governed by Nebraska law, as authorized by Missouri Revised Statutes Section 408.145. The applicable statute of limitations period for all provisions and purposes under this Agreement (including the right to collect debt) will be the longer period provided by Missouri or the jurisdiction where you live.

Severability

Summary: The Agreement remains valid even if any provision is unenforceable.

Additional Details: If any provision of this Agreement is found to be invalid or unenforceable under any law, rule or regulation, that does not affect the validity or enforceability of any other provision of this Agreement.

Assignment

Summary: We may sell, assign or transfer this Account, Account balance, or any of our rights or obligations under this Agreement, without notice to you or your consent, but you may not do so.

Additional Details: You may not sell, assign or transfer your Account or any of your rights and obligations under this Agreement. However, we may sell, assign or transfer your Account, or any balance due thereunder, and/or any of our rights and obligations under this Agreement, to a third party without prior notice to or consent by you. Should we do so, then to the extent of any such sale, assignment or transfer, that third party will take our place in this Agreement. You must pay them and perform all of your obligations to them and not us. If you pay us after you are informed or learn that we have transferred your Account or this Agreement, we can handle your payment in any way we think is reasonable. This includes returning the payment to you or forwarding the payment to the other company or person.

Closing Your Account

Summary: We may close or suspend your Account and your right to obtain credit from us. We may do this at any time and for any reason, permitted by law, even if you are not in default. A suspension of your Account might be permanent or temporary.

Additional Details: We reserve the right to close your Account and permit no further Advances to be made on the Account at any time, for any reason or no reason, without prior notice to or consent by you.

You may ask us to close your Account by calling or writing us as described on your Statement. If you use your Card or charges post to your Account after you ask us to close it, we may keep it open or reopen it.

If your Account is closed or suspended for any reason, you must stop using your Card. You must also cancel all billing arrangements that use the Account to make a payment. We will not do this for you. If we close or permanently suspend your Account, you must also destroy all Cards. You must still pay us all amounts you owe on the Account, even if they are charged after your Account is closed or suspended.

Lost or Stolen Cards: Unauthorized Use

Summary: If you notice the loss or theft of your credit card or a possible unauthorized use of your Card, **write to us immediately at: Card Services, P.O. Box 419734, Kansas City, MO 64141-6734, or call (800) 821-5184.** Telephoning us will not preserve your Billing Error Rights.

Additional Details: You will not be liable for any unauthorized use that occurs after you notify us. If your Account was opened primarily for personal, family or household purposes, or if you are an employee of a business and your Card was issued in connection with that business and related activities, you will not be liable for any unauthorized use that occurs before your notice to us. If those exceptions do not apply, your liability for unauthorized use that occurs before you notify us will not exceed \$50.

In general, when the Card is used for a transaction (other than a transaction on a commercial card), you have no liability. You must promptly report the claim to us, and you must not have acted grossly negligently or fraudulently in handling your Card.

If we reimburse your Account for unauthorized charges made using your Card, you agree to help us investigate, pursue, and get reimbursement from the wrongdoer. Your help includes giving us documents that we ask for and that are acceptable to us.

Other Customer Service Information

Summary: For billing errors or disputes: Card Services, P.O. Box 419734, Kansas City, MO 64141-6734

To make a payment: Card Services, P.O. Box 291736, Kansas City, MO 64121-9736

To reach our Customer Service representatives: (800) 821-5184 or from the Kansas City area (816) 843-2000

Online banking website address: www.StatementLookDirect.com

Additional Details: If you want to send us notices of billing disputes, or mail us payments, or reach our Customer Service representatives by phone, please use the information provided above.

We will consider a notice to be effective when we receive and have had a reasonable opportunity to act on such notice. Any written or electronic correspondence we send to you will be effective and deemed delivered when sent in accordance with any authorization for electronic communications you have agreed to, or when mailed to you at your mail address as it appears on our records.

No Security Interest

Summary: This credit is not secured by any collateral.

Additional Details: The credit extended under this Agreement is not secured by any collateral, even if other agreements which you may have executed would otherwise secure it. We waive, but only with respect to indebtedness arising under this Agreement, any security interest which may otherwise secure such indebtedness.

Force Majeure

Summary: When circumstances are beyond our control.

Additional Details: From time to time, due to circumstances beyond our control (such as system failures, fires, floods, natural disasters, or other unpredictable events), our services might be unavailable. When this happens, you might be unable to use your Card or obtain information about your Account. We will not be responsible or liable if that happens.

Merchant Refunds

Summary: When you receive a refund from a Merchant.

Additional Details: If you are entitled to a refund for goods or services purchased with your Card, you will accept these refunds as credits to your Account. We do not control when a merchant sends us your refund. We will also have a reasonable amount of time after we receive your refund to process it.

Credit Balances

Summary: When you have a credit balance on your Account.

Additional Details: We may reject and return to you any payment that creates a credit balance on your Account. Any credit balance we allow will not be available until we confirm that your payment has cleared. We may reduce the amount of any credit balance by any new amounts billed to your Account. You may contact us as provided on your Statement and request a refund of any available credit balance. If you contact us in writing, we will refund your credit balance within 7 Business Days from our receipt of your written request.

8. YOUR BILLING RIGHTS: KEEP THIS DOCUMENT 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 Statement. If you think there is an error on your Statement, 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.