

Commerce Bank Visa Infinite® Benefits Portal

Terms of Use
(Effective Month Date, Year)

IMPORTANT: PLEASE CAREFULLY READ THE FOLLOWING COMMERCE BANK VISA INFINITE BENEFITS PORTAL TERMS OF USE (“**PORTAL TERMS**”). YOU MUST ACCEPT THESE PORTAL TERMS BEFORE USING THE PORTAL. BY ACCEPTING THESE PORTAL TERMS, YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY AND CAPACITY TO CONSENT TO THESE PORTAL TERMS IN THEIR ENTIRETY AND YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO ALL OF THESE PORTAL TERMS. IF YOU DO NOT AGREE TO THESE PORTAL TERMS IN THEIR ENTIRETY YOU WILL NOT BE PERMITTED TO ACCESS, AND YOU ARE NOT AUTHORIZED TO USE, THIS PORTAL.

The Commerce Bank Visa Infinite Benefits Portal (“**Portal**”) is an online channel that is made available by Commerce Bank (“**we**,” “**our**” and “**us**”) to Commerce Bank Visa Infinite cardholders (“**you**” and “**your**”) and is hosted and operated by Visa U.S.A Inc. (“**Visa**”). The Portal provides you with the ability to view and access certain benefits, offers and services associated with the Commerce Bank Visa Infinite card that we have issued to you (“**Card**”), as well as additional benefits, offers and services we make available to you from time to time as a Commerce Bank Visa Infinite cardholder (each a “**Benefit**” and collectively, the “**Benefits**”). Available Benefits on the Portal are explained on the Portal as well as in the Commerce Bank Visa Infinite Credit Card Guide to Benefits that we have provided or made available to you (the “**Benefits Guide**”), and includes any amendments and supplemental materials that we provide or make available to you from time to time in the future. These Portal Terms apply only to your use of the Portal. The terms of each benefit associated with your Card are stated in and subject to your Benefits Guide. In the event of a conflict between the Benefits Guide and these Portal Terms, the Benefits Guide will govern (except these Portal Terms shall govern in any matter relating to the Portal and your use of the Portal). The terms and conditions governing the use of your Card are contained in the Cardholder Agreement, and any amendments to such agreement, we have provided to you.

Changes to the Portal

The Portal and these Portal Terms may be modified, restricted, changed or terminated in whole or in part and at any time, with or without notice to you except as otherwise required by law or as otherwise agreed in writing. You will be notified of material changes to these Portal Terms in writing and, unless you decide not to use the Portal, you will be bound by the revised Portal Terms.

Eligibility

The Portal is intended solely for users who are authorized users of the Card and 18 years of age or older. If you are under 18, you are not authorized to use the Portal. We reserve the right to determine in our sole discretion whether a particular Card or cardholder is eligible to access the Portal.

Establishing a Portal Account

To use the Portal, you must first establish a Portal account (“**Portal Account**”). To establish a Portal Account, you will be asked to provide you 16-digit Card number and certain additional demographic information (e.g., name, address and e-mail address) and to create a user ID and password that you will use to login to your Portal Account. It is your responsibility to keep your user ID and password secure and confidential. You are solely responsible for all activity in your Portal Account. There is no cost to you to create your Portal Account or to use the Portal. We reserve the right to suspend your Portal Account due to nonuse or if you use the Portal in an impermissible manner.

Profile data (e.g., mailing address, email address, etc.) you enter through the Portal and changes that you make to your profile through the Portal are effective only with respect to your Portal Account and your use of the Portal; such changes will not be made to your general Card account profile, and your Portal profile data will not otherwise be used by us with respect to your Card account, unless you submit such data to your general Card account profile. If you would like to make changes to your general Card account profile, you must contact your Personal Banker at Commerce Bank.

Accessing Information About Your Benefits

After you login to your Portal Account, you will be able to access information about and, if applicable, access enrollment information for the Benefits through the Portal. You understand that we, not Visa, make the ultimate determination as to which Benefits are associated with your Card and/or are available to you through the Portal. We reserve the right to modify or terminate any Benefit made available through the Portal in whole or in part and at any time, with or without notice to you except as otherwise required by law or as otherwise agreed in writing. Each Benefit may be subject to additional terms and conditions displayed with the

applicable Benefit description. Neither Commerce Bank nor Visa is responsible for fulfilling any Benefits unless otherwise specified in the applicable Benefit description. Many Benefit descriptions will direct you to third-party websites for further information about the Benefit and/or to redeem an offer. Neither Commerce Bank nor Visa make any warranty of any kind, express, implied or statutory, respecting any information, material, product or service provided on or through third-party websites, including but not limited to the accuracy, completeness or timeliness of any such information or material, the non-infringement of the rights of others, the freedom from computer virus or other harmful effects and the merchantability or fitness for a particular purpose of any such product or service. Neither Commerce Bank nor Visa will be responsible for third-party websites, any content, products or services available on third-party websites or your interaction with third-party merchants once you leave the Portal. The privacy policies associated with third-party websites may differ from our privacy policy and third-party websites may provide less security on their websites than the Portal.

Trademarks and Copyrights; License Grant; Restrictions on Use

The pages and the screens displaying the pages and the information and material on the pages and the arrangement of the information and material on the Portal are owned and controlled by Commerce Bank and/or Visa and/or our or Visa's respective licensors unless otherwise indicated and are protected by the copyright laws of the United States of America and international treaty. The copyrighted and trademarked materials on the Portal include, but are not limited to, the name "Commerce Bank," the content, the text, and the page design and graphics.

We grant to you a limited, revocable, non-exclusive, non-sublicenseable and otherwise non-transferable license to access and use the Portal strictly in accordance with these Portal Terms. You may use the Portal for your own personal, non-commercial use. You agree that you do not acquire any ownership rights in the copyrighted or trademarked material when you access or use the Portal. No part of the Portal may be reproduced in any form or incorporated into any information retrieval system, electronic, mechanical or otherwise. You may not use, copy, emulate, clone, create derivative works, rent, lease, sell, modify, decompile, disassemble, reverse engineer or transfer the Portal or any portion thereof. You may not use any device, software or routine to interfere or attempt to interfere with the proper working of the Portal and you may not take any action that imposes an unreasonable or disproportionately large burden on the Portal system as we or Visa determine in our sole discretion. All rights not expressly granted to

you are reserved by us and/or Visa and our or Visa's respective licensors.

Lost, Stolen or Damaged Cards

If your Card is lost or stolen, first call us at 1-877-787-3171 or visit your local Commerce Bank branch. Once Commerce Bank provides you a replacement Commerce Bank Visa Infinite card, your benefits Portal enrollment will automatically be transferred to the new card, even if your replacement card has a different card number. You do not need to establish a new Portal Account.

Customer Service

If you have questions regarding Benefits associated with your Card or want to ask any other questions regarding the Portal, please call your Personal Banker at Commerce Bank or at the Customer Service telephone number provided on the back of your Card. All questions or disputes regarding the Portal will be resolved by us and/or Visa in sole discretion.

If you have any questions regarding a third-party website or a third-party fulfilled Benefit other than questions related to the Portal or your Card, please contact the applicable third party directly.

Disclaimers and Limitations

Benefits are provided by a variety of merchants. We and our service providers, including Visa, are not responsible to you for the quality or performance of the Benefits or the products, services or merchandise purchased or obtained in connection with the Benefits. You may be subject to additional terms and conditions, warranties or other requirements of the merchant, manufacturer or other Benefit providers. Neither Commerce Bank nor Visa makes any guarantee, warranty or representation of any kind, express or implied, with respect to the Portal or the Benefits, including but not limited to warranties of merchantability or fitness for a particular purpose. Neither Commerce Bank nor Visa is liable for any injury, damage or loss to person or property or any expense, accident or inconvenience that may arise from your use of the Portal or the Benefits, or the unavailability of the Portal or use of products, services or merchandise purchased or obtained in connection with the Benefits. Portal response times may vary due to system performance and other factors. Accordingly, we do not warrant that the Portal will be uninterrupted, error free or free from computer virus, and neither Commerce Bank nor Visa is responsible for error, malfunction or problem of any kind whether human, mechanical, typographical, printing, network or electronic, relating to or in connection with the Portal, including, without limitations, errors, malfunctions or problems which may occur in connection with the Portal. Neither Commerce Bank nor Visa is responsible for merchants,

manufacturers or other Benefit providers that discontinue or cancel a Benefit due to bankruptcy or for any other reason. Neither Commerce Bank nor Visa makes any representation or endorsement of any Benefit, merchant or other provider of a Benefit in connection with the Portal.

Without limiting the scope of any release or indemnification obligation under the Benefits Guide or any other agreement with us, to the greatest extent permitted by applicable law, you agree to release, indemnify, defend and hold harmless us, Visa, other parties associated with the Portal, and their respective subsidiaries, affiliates or any of their respective officers, directors, members, employees or authorized agents, vendors or service providers from any loss, liability, claim, or demand, including, without limitation, costs and reasonable attorneys' fees, due to, in connection with or arising out of your use of the Portal, relating to the Portal or arising from your breach of these Portal Terms, including any representation or warranty set forth in these Portal Terms, your violation of applicable laws, or your violation of any rights of another person or entity. Notwithstanding anything in these Portal Terms to the contrary, we, Visa, and any of our or Visa's service providers shall have no liability to you in connection with your use of the Portal. You further agree to release, indemnify, defend and hold harmless us and Visa and our and Visa's subsidiaries, affiliates or any of their respective officers, directors, members, employees or authorized agents, vendors or service providers from any loss, liability, claim, or demand, including, without limitation, costs and reasonable attorneys' fees, due to, in connection with or arising out of any Benefits that you access through the Portal. Any Benefits offered through the Portal are void where prohibited by law.

Privacy

All information collected in connection with Portal is subject to our privacy policy, which you can access at [Privacy Policy](#).

Pursuant to our privacy policy, information is collected and used to provide the Portal, the Benefits and other related services to you. For your protection and the protection of the Portal, all activity taking place within your Portal Account may be monitored and recorded, and you agree that we may do so. We may also monitor your use of the Portal for purposes including but not limited to Portal security and usage tracking without prior notice to you.

In addition, Visa assists us in providing the Portal to you. Please see

https://myvisainfinite.com/commerce/en_us/home/landing/visa_andyour_data.html for information about Visa's privacy and data practices as it relates to the Portal.

General Terms

- (a) Waiver. Our failure to exercise or enforce any provision or right contained in these Portal Terms shall not be deemed a waiver of such provision or right.
- (b) Limitation of Actions. Notwithstanding any statutes of limitation to the contrary, any cause of action you may have with respect to the Portal must be commenced within one (1) year after the claim or cause of action arises, unless a longer period is provided for by applicable law that cannot be varied by these Portal Terms.
- (c) Severability. If any provision of these Portal Terms shall be deemed unlawful, void or for any reason unenforceable by a court of competent jurisdiction, then that provision shall be deemed severable from these Portal Terms and shall not affect the validity and enforceability of any remaining provisions.
- (d) Disputes. Subject to any required arbitration or other dispute resolution process provided for in your Benefits Guide, to the fullest extent permitted by law, you agree that: (a) any and all disputes, claims and causes of action arising out of or in connection with these Portal Terms or the Portal will be governed by and construed under the laws of the State of Missouri, excluding only its conflict of law provisions; (b) any and all disputes, claims and causes of action arising out of or in connection with these Portal Terms or the Portal shall be resolved individually, without resort to any form of class action, exclusively within the federal and state courts residing within Jackson County, State of Missouri, U.S.A, and you waive any jurisdictional venue or inconvenient forum objections to such courts; (c) any and all claims, judgements, liabilities and/or awards shall be limited to actual out-of-pocket costs incurred, including costs associated with your use of the Portal, but in no event will attorneys' fees be due or payable; and (d) under no circumstances will you be permitted to obtain awards for, and you hereby waive, all rights to claim, punitive, special, incidental and/or consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.
- (e) Assignment. You may not assign these Portal Terms, by operation of law or otherwise, without

our prior written consent. We reserve the right to freely assign these Portal Terms, and the rights and obligations hereunder, to any third party without notice or consent. Subject to the foregoing, these Portal Terms will be binding on, inure to the benefit of, and be enforceable against you and your respective successors and signs.