

Terms and Conditions for the UMB Visa Gift Card.

This document (the “**Agreement**”) sets forth the terms and conditions (“**Terms**”) that govern our issuance of a UMB Visa Gift Card (“**Card**”) to you, and your use of this Card. Your purchase of the Card and each use of the Card constitute your agreement to be bound by these Terms. “**You**” and “**your**” refer to the person to whom the Card is issued and each person who is authorized to use the Card. “**We**,” “**us**,” and “**our**” refer to UMB Bank, n.a., located in Kansas City, Missouri, and our successors, affiliates, or assigns, and any agent we select to perform various Card functions. “**Card Record**” means the records we maintain to account for the value of transactions charged to, and the balance of funds associated with, your Card. The Card balance is established by us at the time the Card is purchased, and the balance will decrease each time you use your Card to make a purchase and each time a fee is imposed for your Card related activity. You cannot add value to your Card after its initial purchase. Your Card is **not** insured by the Federal Deposit Insurance Corporation. You will not receive any interest on the balance of your Card. Your Card will remain our property and must be surrendered to us upon demand. Your Card may be canceled, repossessed, or revoked at any time without prior notice, subject to applicable law. If we cancel or revoke your Card, we will send you a refund of the remaining value, less any applicable fees permitted by applicable law. Please read this Agreement carefully and keep it for future reference.

Card Usage. You may use your Card to purchase goods and services at locations and/or from retailers that accept Visa check or debit cards (collectively, “**Merchants**”).

- (a) Type of Card. Your Card is a prepaid Visa Card and not a credit card, charge card, or a bank debit card.
- (b) Activation. You will be required to activate your card and select a PIN number. To activate your card, visit us at www.umb.com/giftcard or please call 866.304.1164.
- (c) Registration. If you are the intended user of the Card, please sign the Card immediately. **We strongly recommend that you register the Card with us. You must register your Card if you intend to use your Card for telephone or online purchases.** To register your Card, call 866-304-1164 or go to www.umb.com/giftcard.
- (d) Responsibility for Transactions. You are responsible for all authorized transactions initiated by use of your Card, including use for mail order, internet or telephone transactions. Each time you use the Card, you authorize us to reduce the value available on the Card Record by the amount of the purchase.
- (e) Where your Card may not be used. You may **not** use your Card to obtain cash at an automated teller machine, redeem it for cash, or obtain “cash back” from a purchase. You agree not to use your Card for any illegal transaction. We reserve the right to deny authorization requests from online gambling merchants.
- (f) Transaction Limitations. Transactions are limited to those occurring in the U.S. only. In the event of purchase made in a currency other than U.S. Dollars, Visa USA will convert the transaction to U.S. Dollars. The exchange rate used to convert the transaction currency into U.S. Dollars will be at a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date. You agree to pay the converted amount.

Obtaining a PIN. You will be required to select a PIN number at the time of activation. To activate your card, visit us at www.umb.com/giftcard or please call 866.304.1164.

Negative Balances. You are not allowed to exceed the available balance on your Card Record through an individual transaction or a series of transactions. However, if any transaction does exceed the balance of funds available in your Card Record to pay the transaction in full, you agree to reimburse us, immediately upon request, for the amount by which your transaction exceeded the funds available in your Card Record.

Replacement of Lost or Stolen Card. If you lose your Card or your Card is stolen, call 866-304-1164 immediately. When reporting a Card lost or stolen, you will be required to provide us with your name, your Card number and other information as necessary to verify you as the cardholder. We will charge a Card Replacement fee in the amount of \$9.95 and if applicable, we will charge an express shipping fee of \$25.00 to your Card Record.

Balance Inquiries. Available balance and transaction inquiries can be checked free of charge by visiting us on the Internet at www.umb.com/giftcard. You may also obtain your available balance and request information about previous transactions by calling Customer Service at 866-304-1164, 24 hours a day, 7 days a week.

Card Expiration Date. The funds on your Card will expire the later of the expiration date listed on your Card or 5 years from the date the money was last loaded on your Card. If your Card expires and you have unexpired funds remaining on your Card, you may request a check for the remaining balance free of charge by calling us at 866-304-1164.

Inactivity Fee. An inactivity fee of \$3.00 will be charged to your account each month and reflected in the Card Record after 12 consecutive months of inactivity, excluding activity related to fees and chargebacks. If we send you a replacement card for a lost or stolen Card, the initial 12-month period will be tracked from the date of your last transaction activity.

Split Tender Transactions. As a prepaid payment product, your Card can be used to pay for the full amount of merchandise and applicable taxes, so long as the available balance is sufficient to cover the purchase. If you use your Card to make a purchase greater than the remaining balance, you must tell the merchant before completing the transaction. The merchant will require payment for the excess by another method.

Receipts. You should get a receipt each time you make a transaction. Some terminals don't provide receipts if the transaction is under \$15. You agree to retain your receipts to verify your transactions so that they are available in case a question arises about whether a particular purchase was authorized.

Returns and Refunds. If you want to return any merchandise purchased with your Card, you will be subject to the Merchant's return policies. Any return you receive must be credited by the Merchant to your Card. It may take anywhere from 3 to 7 days to credit these amounts to your Card Record.

Transactions with Tip-Oriented and Gas Station Merchants. Please be aware that some Merchants – for example gas stations, restaurants, hotels, salons, etc. – often add a fixed percentage (approximately 20%) to the authorization amount when they swipe your Card to receive approval. This is very common and is done to ensure sufficient funds for tips and incidental expenses. This may result in a decline, or it may result in a hold for the additional

amount, which will be removed once the actual transaction has been cleared (usually within 3 to 7 days). To avoid a hold in these situations, you can generally ask the Merchant to only authorize the amount you have requested. We do not guarantee that the Merchant will fulfill this request. Similarly, to avoid being declined at gas stations, it is recommended that you pay the cashier inside for fuel purchases.

Our Liability for Failure to Complete Transactions. If we do not properly complete a transaction initiated by use of your Card on time or in the correct amount according to these Terms, we may be liable for your direct losses or damages. However, there are some exceptions. We will not be liable if, for instance:

- (a) Through no fault of ours, you do not have a sufficient available balance on your Card Record to complete the transaction;
- (b) An electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (c) Circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (d) Any other exception stated in these Terms applies.

Your Liability for Unauthorized Transactions. Contact us at once if you believe your Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Card has been stolen, or that someone has used your Card or made purchase transactions without your permission, call us at 866-304-1164. You will not be liable for unauthorized transactions on your Card if you notify us promptly, if you signed your Card, if you provide the Card number and the approximate date of its last use to us when you report the loss to us, and if you were not grossly negligent or fraudulent in your handling of the Card. Your notice to us will generally be considered prompt if you notified us within 60 days of the date of the transaction you claim was unauthorized.

Your Right to Dispute Errors. You may review transactions charged to your Card Record by visiting us at www.umb.com/giftcard. In case of errors or questions about your transactions, call 866-304-1164 or write to us at Cardservices Center, Attention: Dispute Processing, P.O. Box 636001 Highlands Ranch, Colorado 80163-6001. We must hear from you no later than 60 days after the date on which the problem or erroneous transaction occurred. Be ready to provide the following information:

- (a) Your name and Card number;
- (b) Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information;
- (c) The dollar amount of the suspected error; and
- (d) The Card's original value.

If you provide this information orally, we may require that you send your complaint or question in writing within 10 business days. We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we ask you to put your complaint or question in writing and you do not provide it within 10 business days, we may not credit your Card Record. For errors involving new Cards or point-of-sale transactions, we may take up to 90 days to investigate your complaint or question. We will tell you the results within 3 business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that were used in the investigation.

Disclosure of Information to Third Parties. We will disclose information to third parties about your Card or your transactions where it is necessary for completing the transaction; in order to verify the existence and condition of your Card; in order to comply with government agency or court orders or as otherwise required or permitted by law; or if you give us your permission.

UMB is required by Visa to report certain information regarding you and your card to the Visa Prepaid Clearinghouse Service (Visa PCS), which is used solely for fraud prevention purposes. You may request and obtain the information reported to Visa PCS about you and your card and dispute or report inaccurate information by contacting Visa PCS at: Visa Prepaid Clearing House Service, Customer Service Department, 5005 Rockside Road, Suite 600-27, Independence, OH, 44131, PH (844) 263-2111, FX (844) 432-3609. PCS Customer Service Department's business hours are Monday – Friday 9:00 AM – 5:00 PM Eastern Time. For more information visit Visa.com.

Amendment and Card Cancellation. We may amend or change these Terms at any time. We will notify you of any change in the manner provided by applicable law. However, if the change is made for security purposes, we can implement such change without prior notice.

Other Terms. We may transfer our rights under these Terms. These Terms will be governed by the laws and regulations of the United States and, to the extent not so covered, by the laws and regulations of the State of Missouri.

Schedule of Fees	
A. Service Fees---No more than one Service Fee may be charged to your account per month	
Inactivity Fee	None until 12 consecutive months from your last transaction activity. After 12 consecutive months of inactivity, \$3.00 per month will be subtracted from your Card balance.
B. Convenience Fees	
Lost/Stolen Card Replacement Fee	\$9.95
Card Unload via Check (Lost/Stolen Only)	\$15.00
Express Shipping Fee	\$25.00