

AUTHORIZATION & CONSENT FOR ELECTRONIC DELIVERY OF BILLING STATEMENTS

Please read this information carefully and print a copy and/or retain this information electronically for your records.

Introduction

Set forth below are the terms and conditions for receiving electronic billing statements for your Visa credit account with us (“E-statements”). By submitting a request for E-statements, you are:

- Requesting to obtain your monthly billing statements from The Bank of Missouri or its service provider (“we”, “us” or “our”) electronically on an ongoing basis through www.myccpay.com;
- Agreeing to receive electronically any other disclosures or notifications that we routinely include with or on your monthly billing statements;
- Electing not to receive billing statements via U.S. postal service on a recurring basis for the credit card account for which you are electing to receive E-statements; and
- Consenting to and acknowledging that you have read, understand and agree to be bound by the following terms and conditions.

E-statement Access. In order to access your E-statement electronically, you must log onto our website at www.myccpay.com via the Internet, use your User ID and Password to access your account, and click on the “Statement History” link to obtain your E-statement. Each of your E-statements will remain accessible on our website for at least 6 months after we notify you of its availability. There may be a gap in the historical statements available online if you do not enroll immediately at the time the account is first opened. Following your enrollment in E-statements, you may begin viewing your billing statements online beginning with your next statement cycle.

Access Requirements. To access and retain E-statements, you must have a computer with Internet access, and installed Internet browser software that supports 128-bit encryption. Supported browsers include Microsoft Internet Explorer @5.0 or higher, Google Chrome, and Safari. You must also have a compatible printer connected to your computer if you wish to print copies of such documents or available storage space on your computer to retain a copy of the file. You must also maintain a valid and active e-mail address. If at any time your e-mail address changes, you must notify us immediately.

If there is a change in the hardware/software requirements associated with this service that creates a material risk that you will not be able to access your E-statements, we will notify you, provide an explanation of the updated hardware/software requirements, and allow you the opportunity to withdraw consent for continued electronic delivery. It is your sole responsibility to insure that your personal computer and related equipment are compatible with and capable of operating in a manner that allows you to utilize the E-statement service and electronically save or print copies of any documents delivered electronically that you wish to retain in paper form. You agree to notify Bank if you are unable to access any of the information delivered by Bank in electronic form or manner.

Right to Receive Paper Statements and Other Records and Information. If you enroll to receive E-statements, your monthly billing statements and any other disclosures or notifications that we routinely include with or on your monthly billing statements will be sent to you electronically rather than by mail until you cancel the service. At your option, you may ask us to send a paper copy of your billing statement by mail while enrolled in E-Statements. Be advised that a \$3.00 fee will be assessed for each paper statement you request while enrolled in the E-statement service. We always reserve the right to communicate with you in writing using the U.S. Postal Service, no matter what other options you have chosen. For accounts that are in default or subject to the automatic stay in bankruptcy, we may, at our sole option, elect to discontinue delivering E-statements.

Withdrawing Consent to Receive E-Statements. You have the right to withdraw your consent to receive E-statements at any time and choose to receive paper statements in lieu of electronic statements on an ongoing basis. To withdraw your consent, other than in connection with a change in the hardware/software requirements needed to access or retain documents as described above, simply change your preference to receive billing statements “by mail” in your account center at www.myccpay.com. There is no fee to change your delivery preference, however, you may no longer have access to past E-Statements once you have changed your delivery preference.

Inactivity. If you fail to login to your account at www.myccpay.com for any three (3) month period, your access to E-statements may be revoked. If revoked, the bank will mail you a paper statement until you choose to re-enroll in the E-statement service. To re-enroll, access your account center at www.myccpay.com, and simply change your preference to receive billing statements “electronically”. You also have the right to withdraw your consent to receive electronic statements and, instead, receive paper statements. Please refer to the paragraph titled “Withdrawing Consent to Receive E-Statements”.

Accurate Email Address Required. Your email address is required to participate in the E-statement service. The Bank will send you an email notification at your last email address of record when your E-statement is available. If we send you email notification and it is returned to us as undeliverable, we may attempt to contact you and ask that you update your email address. You can update your email address by logging into your account at www.myccpay.com, clicking on the “Account Services” link, and then selecting “Change Contact Information” from the list of options presented.

You agree to accept responsibility for notifying us if your email address changes by updating your address in the manner indicated above. If Bank does not obtain a new updated email address, the Bank may revoke your access to E-Statements, and in such case will mail you a paper statement until you update your email address and re-enroll in the E-statement service.

Changes to Agreement. Bank may modify, amend, or revise these terms and conditions applicable to E-statements at any time and from time to time, and the revised terms and conditions shall be effective on the date selected by Bank or at the earliest date allowed by applicable law. Bank may give you notice of any revisions as required and permitted by applicable law. Your continued consent to receive E-statements after the effective date of such revisions will constitute your acceptance of the revisions to these terms and conditions. We reserve the right to terminate the E-Statement service and your receipt of E-statements in whole or in part at any time without prior notice except as required by law.

Limitations on Bank’s Liability. Bank will not be responsible for failure to provide access or for interruptions in access to your E-statements due to a system failure or other unforeseen acts or circumstances. You must promptly review your E-Statements and any accompanying items and notify us in writing within the applicable time period specified in the other documentation for your account of any specified error, unauthorized transaction, alteration or other irregularity.

Your Computer Equipment or Software. Bank will not be responsible for any errors or failures from any malfunction of your computer or any computer virus or other problems related to your computer equipment.

BANK MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE E-STATEMENTS PROVIDED TO YOU UNDER THIS AGREEMENT. BANK DOES NOT AND CANNOT WARRANT THAT E-STATEMENTS WILL OPERATE WITHOUT ERROR, OR THAT E-STATEMENTS WILL BE AVAILABLE AT ALL TIMES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT BANK’S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT OR BY REASON OF YOUR USE OF ESTATEMENTS, INCLUDING LOSS OR PROFITS, REVENUE, DATA OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY OR ANY OTHER LEGAL THEORY. FURTHER, IN NO EVENT SHALL THE LIABILITY OF BANK AND ITS AFFILIATES EXCEED THE AMOUNTS PAID BY YOU FOR THE SERVICES PROVIDED TO YOU THROUGH ESTATEMENTS.