



## Business Rewards Credit Card Agreement and Disclosure Statement

This Agreement applies to the Mastercard® Credit Card and Credit Devices issued to You by Security Bank of Kansas City. Any Card or Credit Device issued to You by Us remains Our property and must be returned to Us or to anyone We designate, upon request. Retaining, signing, or using, or permitting others to use, the Card or Credit Device shall constitute the equivalent of signing this Agreement and such retaining, signing, or using means You agree to be bound by the terms of this Agreement. The Application You submitted for the Account is hereby incorporated into and made a part of this Agreement. This Agreement begins on the earlier of (i) the date You sign or otherwise submit an Application which is approved by Us or (ii) the first date You or someone authorized by You uses the Account in a transaction that We approve.

**Definitions.** In addition to other terms that may be defined in this Agreement, the following terms when used in this Agreement have the following definitions:

1. "Account" means the open-end revolving credit account established pursuant to Your Application and this Agreement to which charges are posted based on use of a Card, information from a Card, Credit Device, or any other device or procedure by which the Account may be accessed in the future.
2. "Agreement" means this Credit Card Agreement plus the Disclosure Statement which provides information on the periodic rate, the Annual Percentage Rate (APR), the Interest Charge and balance on which it is determined, any Other Charges, cash advance fees, balance transfer fees, and any grace period applicable to the Account. The Disclosure Statement is incorporated herein by reference as if repeated verbatim herein. If any provision of this Credit Card Agreement is inconsistent with any provision of the Disclosure Statement, the provision of the Disclosure Statement controls.
3. "Application" means the application for credit You completed and returned to Security Bank of Kansas City to request that We extend credit to You under the Account.
4. "Authorized User" means any person You permit to use the Account or who has apparent authority to use the Account.
5. "Balance Transfer" means the transfer of a balance from an account You hold with another creditor which is transferred to Your Account with Us.
6. "Business Day" for this Agreement includes Monday to Friday, excluding federal holidays.
7. "Card" means the Mastercard Credit Card(s) issued to You by Us, and any future credit card(s) issued to You in connection with the Account.
8. "Cash Advance" means the amount requested by You and advanced to You by any method approved by Us according to the terms of this Agreement in cash or cash equivalent items (including, but not limited to, money orders, traveler's checks, lottery tickets, casino chips, vouchers redeemable for cash, or racetrack wagers).
9. "Cash Advance Limit" means fifty percent (50%) of the Credit Limit for business use accounts.
10. "Credit Device" means any device such as a virtual account number, account number, blank check, payee-designated check, "convenience" or "special" check, blank draft or other order, or any other device or item which may, at Our discretion and pursuant to procedures We may adopt from time to time, be issued by Us to You to access the Account.
11. "Credit Limit" means the total dollar amount of the Account which We approved and which You may borrow against according to the terms of this Agreement.
12. "Index" means the highest Prime Rate published in the Wall Street Journal. Changes in the Index will generally take effect beginning with the first billing cycle in the month following a change in the Index. Increases or decreases in the Index will cause the APR and periodic rate to fluctuate, resulting in increased or decreased Interest Charges on the Account.
13. "Other Charges" means the charges listed in the section of this Agreement with such caption.
14. "We," "Us," and "Our" mean Security Bank of Kansas City, 701 Minnesota Avenue, Kansas City, KS 66117-0297.
15. "You" and "Your" refer to each person who signed an Application for the Account, each person who signs or uses the Card or a Credit Device, and any Authorized User.

**Purchases, Cash Advances and Balance Transfers; Cash Advance Limit.** You request and authorize Us to extend credit to You under the Account as follows: (1) goods and services may be purchased or leased by use of the Card from any seller or vendor who honors the Card ("Purchases"); (2) Cash Advances may be obtained up to, but not in excess of, the Cash Advance Limit (a) when You complete a written request on a form furnished to You by Us or any other financial institution We approve; (b) using the Card at any automatic teller machine which accepts the Card; or (c) using a Credit Device to pay for Purchases or, when allowed, to receive cash. (3) Balance Transfers may be obtained when You complete a request. We are not responsible for any person or entity refusing to

accept the Card or any Credit Device for Purchases or Cash Advances. We currently limit Cash Advances to no more than three (3) per Business Day, and We reserve the right to change this limit at any time, with or without advance notice to You.

**Promise to Pay.** You promise to pay Us for all Purchases made by You and for all Cash Advances and Balance Transfers received by You except as limited in this Agreement regarding Your liability for unauthorized use of a Card or Credit Device. You shall be jointly and severally liable for all amounts due from You under this Agreement for Purchases, Cash Advances, Balance Transfers, Interest Charges, and Other Charges.

**Refunds and Adjustments.** Any refund, adjustment, or credit allowed by any merchant shall not be by cash but rather by a credit to the Account appearing on Your monthly billing statement.

**Monthly Billing Statements.** Each month We will send You a monthly billing statement reflecting all Purchases, Cash Advances, Balance Transfers, Interest Charges and Other Charges pursuant to this Agreement for the prior monthly period. Such statements shall be deemed correct and accepted by You unless You notify Us to the contrary in writing within 60 calendar days of Our mailing such statement to You.

**Payments on the Account.** Your payment under the Account must be made on or before the "Payment Due Date" reflected on Your monthly billing statement. Your payment must be either the full amount billed or, at Your option, an installment equal to at least the required "Minimum Payment Due" stated on the billing statement. The minimum payment will equal the "New Balance" shown on Your statement if that amount is \$50.00 or less. If the New Balance exceeds \$50.00, the minimum payment will equal the greater of three percent (3.00%) of the New Balance or \$50.00, plus the entire portion of the New Balance in excess of Your Credit Limit, plus any amount past due. The minimum payment will round to the nearest dollar. Payments must be made in U.S. dollars drawn on a U.S. bank. Transactions in foreign currencies will be converted to U.S. dollars at the exchange rate used at the time of the conversion. The conversion may occur after the transaction date and the conversion rate may differ from the rate of exchange in effect at the time of the transaction. You agree to pay the converted amount to Us in U.S. dollars, plus any charge(s) for the conversion or processing that may be imposed.

All payments on the Account must be made at the address shown on Your monthly billing statement and are considered to have been made on the date received at that address. If payment is made at any location other than the designated address, credit for such payment may be delayed for up to five (5) days. As allowed by law, We may accept payments marked "payment in full" (or words of similar intent) without losing any of Our rights to collect the full balance due under the Account and this Agreement.

We will apply Your payments to the unpaid balance of the Account in the order and manner We decide, in Our sole discretion. We currently apply payments first to any fees due on the Account (other than the Annual Fee), followed by interest due and the annual fee (if assessed), followed by purchases, Cash Advances, and Balance Transfers due from prior statements, followed by purchases, Cash Advances, and Balance Transfers in the current billing cycle.

**Credit Limit; Cash Advance Limit.** You agree not to use or permit others to use the Card, information from the Card, or a Credit Device if such use would cause either (i) the balance of the Account to exceed the Credit Limit We set from time to time or (ii) the balance of the outstanding Cash Advances to exceed the Cash Advance Limit applicable to such Credit Limit. The initial Credit Limit for the Account is shown on the material accompanying the Card before the Account is used and will also be disclosed on each monthly billing statement for the Account. We may, at Our option, extend credit under the Account which exceeds the Credit Limit or the Cash Advance Limit. If We do, You agree to immediately pay the excess which We advanced to You over either of the applicable limits. We are not obligated to allow any Purchase, Cash Advance or Balance Transfer which will exceed Your Credit Limit or Cash Advance Limit, and if We do, We are not obligated to do so at a later time. You agree We may change Your Credit Limit (which will automatically also change Your Cash Advance Limit) or cancel the Account if You exceed the Credit Limit or the Cash Advance Limit.

**Transactions Made in Foreign Currencies.** If a transaction is made in a foreign currency, We and Mastercard will convert the transaction into a U.S. dollar amount. Mastercard will act in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, their regulations and procedures provide that the currency conversion rate they use, to determine the transaction amount in U.S. dollar, is either (a) a wholesale market rate, or (b) a government-mandated rate in effect one day prior to the processing date. Mastercard increases the conversion rate by one percent (1.00%) and keeps this increase as compensation for performing the currency conversion service. We will charge You one percent (1.00%) of the U.S. dollar amount of the transaction converted from a foreign currency. The currency conversion rate calculated in this manner that is in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

**Other Charges.** You agree We may assess, in addition to the Interest Charge, the Other Charges below which are earned when assessed and are not subject to refund or rebate. The following fees may be added, as applicable, to the Account and treated as a Purchase as indicated on the Insert:

1. **Annual Fee.** While We do not currently assess an Annual Fee, We reserve the right to assess a non-refundable annual membership fee charged to the Account during the month following issuance or re-issuance of the Card and will be posted annually on the anniversary date of the opening of the Account. The annual membership fee is not refundable even if the Account is closed for any reason by either You or Us, and the fee is a condition of maintaining the Account whether or not You use the Account by making Purchases or receiving Cash Advances.
2. **Late Fee.** If the minimum required payment is not received by the Payment Due Date for that billing cycle, We may assess a \$35.00 late charge on the Account.
3. **Returned Payment Fee.** We will charge You \$35.00 for each return by a bank or other depository institution of a dishonored check, negotiable order of withdrawal, share draft, ACH payment, or any other payment issued by You to Us in connection with the Account. This fee will be in addition to all other Interest Charges and Other Charges We may collect from You and is not subject to refund or rebate.
4. **International Transactions Fee.** One percent (1.00%) of the U.S. dollar amount of the transaction converted from a foreign currency or for transactions initiated by a company located outside the United States.
5. **Supplemental Convenience Requests.** If You request supplemental copies of billing statements, You will be charged \$3.00 for each statement. We will not assess You this fee if You request a billing statement for a billing error/inquiry that You may assert against Us under applicable law. If You make any other Supplemental Convenience Requests, You agree to pay Our reasonable charges, in effect at that time, for each such request.

**Rewards.** You may redeem rewards, as available at the time of redemption. You may refer to [extraawards.com/SBKCBusinessRewards/](https://extraawards.com/SBKCBusinessRewards/) for current terms & conditions, program rules and rewards offered. Rewards are earned in relation to Your qualified purchases. We rely on the Merchant Category Code (MCC) to determine if a transaction is a purchase. We exclude MCCs which indicate the transaction was primarily for money transfers, cash disbursements (including quasi cash transactions), payments to securities brokers or dealers, payments to us and others, or gambling related payments. The MCC is assigned by the merchant and is not controlled by Us. The current reward grant rate is one (1) point for every full dollar spend. We may change the reward grant rate at any time without advance notice to You.

**Termination; Default.** We may reduce the Credit Limit or terminate Your ability to receive further credit under this Agreement at any time without notice. You may terminate Your ability to receive further credit under this Agreement by giving Us notice of termination and returning to Us all Cards and Credit Devices. Termination by You will be effective on the date We receive written notice from You along with the Cards and Credit Devices (unless they are lost or stolen, in which case You agree to sign an affidavit to that effect and stating that no credit received after the date of loss or theft was authorized by You). Upon receipt of Your written notice to terminate the Agreement, We may suspend any Card or Device, pending a return of such Card or Device. If We authorize any transactions using Your Card or Device, You agree to repay any amounts We authorized or posted to Your Account. You will be in default under this Agreement if any of the following events occur: (1) You fail to make the required payment when due; (2) You fail to perform or abide by any of Your agreements or obligations under this Agreement or any other loan agreement You have with Us; (3) You become insolvent (meaning Your liabilities exceed Your assets or You are unable to pay Your debts as they become due); (4) any action is taken by or against You under any bankruptcy or insolvency laws; (5) any attachment or garnishment proceedings are initiated against You; (6) You die or are declared incompetent; (7) We, in good faith, believe the prospect of Your payment or performance under this Agreement is impaired; or (8) You fail or refuse to provide current financial information to Us when We request it. On any termination or default, regardless of any unused credit You may have under the Account, all amounts You owe under the Account and this Agreement will become immediately due and payable in full. You must also return to Us all Cards and Credit Devices issued to You in connection with the Account. Termination or default shall not release You from any obligation You have incurred under this Agreement. After termination or default, Your obligations and Our rights under this Agreement shall remain effective until the entire outstanding balance of the Account is paid in full.

**Attorneys' Fees and Costs.** To the extent permitted by law, You agree to pay Our attorneys' fees and other costs We incur if You are in default and We hire an attorney who is not Our salaried employee to collect amounts You owe under the Account and this Agreement. Amounts You owe for attorneys' fees will be added to the outstanding balance of the Account as a Purchase whether or not Your right to receive credit has terminated or You are in default.

**Amendment to this Agreement.** This Agreement, and the terms of the Account, may be amended by Us if We send You written notice of the amendment prior to its effective date as required by law. As of the amendment's effective date, the change in terms will apply to the entire outstanding balance of the Account as well as Purchases made and Cash Advances and Balance Transfers received after the effective date of the amendment. If You do not agree to the amendment, Your only option is termination under this Agreement.

**Venue and Jurisdiction of Lawsuits.** The parties agree, consent and contract that the venue and jurisdiction of any lawsuit brought by Security Bank of Kansas City to enforce this Agreement or collect any sum or sums of money due and owing under this Agreement shall be in Wyandotte County, Kansas or any county contiguous to Wyandotte County, Kansas. The parties further agree that any action or cross action brought by a cardholder against Security Bank of Kansas City regarding this contractual Agreement shall be brought in Wyandotte County, Kansas or any county contiguous to Wyandotte County, Kansas.

**Governing Law; Severability.** You agree that Your obligations under this Agreement represented by charges to the Account are contracted for and become binding when the sales drafts, credit card slips, or other Credit Devices are accepted by Us, and We cause the holders of the same to be paid. You agree that these events occur in Kansas. This Agreement is subject to federal law and, to the extent not preempted by federal law, the laws of the State of Kansas (except to the extent that this Agreement can and does vary from such rules or laws), without regard to conflict of laws principals. If any provision of this Agreement conflicts with the law, You agree the provision will be viewed as if it was amended to comply with the law. If that is not possible, then only the provision that conflicts with the law will be deleted. The remaining provisions of this Agreement will remain effective.

**Credit Reports.** You agree that We may obtain consumer credit reports from one or more credit reporting agencies or others in connection with opening or maintaining the Account, increasing the Credit Limit under the Account, or making any extension of credit to You under the Account. We may also ask You for additional information in connection with the Account and request credit reports to verify Your current credit standing. You agree that We may release information to others, such as credit reporting agencies, regarding the status and history of the Account. However, We are not obligated to release any such information unless required by law.

We may report information about Your Account to credit bureaus. Late payments, missed payments, or other defaults on Your Account may be reflected in Your credit report. If You believe that We have furnished any inaccurate information relating to Your Account to any consumer-reporting agency, You may notify Us by phone at 913-281-3165 or mail at Security Bank of Kansas City, PO Box 171297, Kansas City, KS 66117-0297. To help Us respond to Your notification, include Your Account number, Social Security Number, the name of the consumer-reporting agency reflecting the inaccurate information, and an explanation of why You believe the information is inaccurate. You understand that You may also contact the appropriate consumer-reporting agency directly.

**Notices.** Notices given under this Agreement or relating to the Account will be effective only if given in writing to Us at Security Bank of Kansas City, PO Box 171297, Kansas City, KS 66117-0297, and to You at Your last address shown on Our records. You agree to notify Us immediately if Your address changes from that shown on the Application You submitted in connection with opening the Account.

**Liability for Unauthorized Use.** If any Card is lost or stolen or otherwise may be used without Your permission (express or implied), You must immediately notify Us orally or in writing at the following phone number or address: 913-281-3165 or at Security Bank of Kansas City, PO Box 171297, Kansas City, KS 66117-0297. If unauthorized use of a Card occurs before You notify Us of the loss, theft, or unauthorized use, You may be liable up to a maximum amount of \$50. If unauthorized use of a Credit Device occurs, You may be liable for all of the unauthorized use.

## **YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE 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 Security Bank of Kansas City, PO Box 171297, Kansas City, KS 66117-0297 as soon as possible. In Your letter, give Us the following information:

1. Account information: Your name and Account number.
2. Dollar amount: The dollar amount of the suspected error.
3. 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 calendar days after the error appeared on Your statement and 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, but if You do, We are not required to investigate any potential errors and You may have to pay the amount in question.

## Disclosure Statement

**The Credit Card Agreement and this Disclosure Statement constitute the Agreement for the Account.**

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>18.50%</b> This APR will vary with the market based on the Prime Rate. <sup>1</sup>
<b>APR for Cash Advances</b>	<b>18.50%</b> This APR will vary with the market based on the Prime Rate. <sup>1</sup>
<b>Paying Interest</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge You any interest on purchases if You pay Your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers on the transaction date.
<b>Minimum Payment</b>	<b>3.00%</b> of total statement balance or <b>\$50.00</b> , whichever is greater, rounded to the nearest dollar.
Fees	
<b>Annual Fee</b>	None
<b>Balance Transfer</b>	None
<b>Cash Advance</b>	None
<b>Card Replacement</b>	None
<b>International Transaction</b>	<b>1.00%</b> of each transaction in U.S. dollars
<b>Late Payment</b>	<b>\$35.00</b>
<b>Returned Payment</b>	<b>\$35.00</b>

<sup>1</sup> We add 10.00% to the Prime Rate to determine the APR for Purchases and Cash Advances. The Account will never have an APR over 24.74%.

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).” See Your Account Agreement for more details.

**Billing Rights:** Information on Your rights to dispute transactions and how to exercise those rights is provided in the Account Agreement that will be provided to You before You begin using Your new Card.

**Prime Rate:** The APR will vary based on changes in the Index, the highest Prime Rate published in the Wall Street Journal. Changes in the Index will take effect beginning with the first billing cycle in the month following a change in the Index. Increases or decreases in the Index will cause the APR and periodic rate to fluctuate, resulting in increased or decreased Interest Charges on the Account. As of October 23, 2023, the Index was 8.50%.

The issuer and administrator of the credit card program is Security Bank of Kansas City. The information about the cost of the Card described in this table is accurate as of October 23, 2023. This information may change after that date. To find out what may have changed, call Us at 913-281-3165 or write Security Bank of Kansas City, PO Box 172197, Kansas City, KS 66117-0297.

### How Interest Charges are Determined & When They are Imposed

Interest Charges on the Account will be figured on each monthly billing statement by multiplying the daily periodic rate by the average daily balance, then multiplying that total by the number of days in the billing cycle. The daily periodic rate used to compute Interest Charges is the APR disclosed above divided by the number of days in the year (365/366). The daily balances are calculated by adding debits and subtracting credits for each day in the billing cycle, then adding all resulting daily balances together and dividing the total by the number of days in the billing cycle. If You obtain Cash Advances, Balance Transfers or elect to pay for Purchases in installments, each periodic statement will include an Interest Charge. There is no minimum Interest Charge. In connection with Cash Advances and Balance Transfers, the first monthly billing statement after You receive a Cash Advance or Balance Transfer will include an Interest Charge from the date of those transactions. There is no period within which You may repay Cash Advances or Balance Transfers in order to avoid an Interest Charge.

Interest Charges will not be imposed on purchases posted to Your Account in certain circumstances. For example, assuming that billing cycles begin on the first day and end on the last day of each calendar month, and the month of June is the “current” billing cycle: if (1) the purchase balance at the end of the preceding May billing cycle is paid in full by the payment due date (in June) for the May billing cycle and (2) the purchase balance at the end of the June billing cycle is paid in full by its payment due date (in July), no Interest Charges will be imposed on purchases posted to the Account during June. However, if the purchase balance of the May billing cycle is not paid in full by its payment due date in June, Interest Charges will be imposed on purchases posted to the Account in June from the date of such posting. If the June purchase balance is not paid in full by its payment due date in July, Interest Charges will be imposed from the first day of the July billing cycle on, but only on, the portion of June purchases not paid by the payment due date in July.

Any portion of the New Balance appearing on a monthly billing statement (including Cash Advances, Balance Transfers, Purchases, Interest Charge and Other Charges) which is not paid in full and credited to the Account by the “Payment Due Date” shown on that statement becomes part of the “Previous Balance” on Your next monthly billing statement.

All payments received by 5:00 p.m. CT during Our normal Business Day at the address indicated on the monthly billing statement will be credited to the Account as of the date of receipt of payment.

### **Method of Computing Balance Subject to Interest Charge**

The Balance Subject to an Interest Charge is the sum of the “Average Daily Balance” for Purchases and the “Average Daily Balance” for Cash Advances and Balance Transfers, computed as follows:

The Average Daily Balance for Purchases is computed by adding each day’s ending balance for the current billing cycle (less any Interest Charge included therein and excluding any Cash Advances and Balance Transfers made during the current billing cycle) and dividing the total of such balances by the number of days in the billing cycle. Such total will include Purchases and debit adjustments made during the current billing cycle only if You have not paid in full the New Balance figure from the previous statement as indicated by a “Payment” figure equal to or greater than the “Previous Balance” figure under the Summary of Transactions on the statement for the current billing cycle.

The Average Daily Balance for Cash Advances and Balance Transfers is computed by adding each day’s outstanding balance of Cash Advances and Balance Transfers charged to the Account during the current billing cycle and dividing the total of such balances by the number of days in the billing cycle.

If the Cash Advance and Balance Transfer portion of the New Balance and the Interest Charge applicable thereto are not paid in full and credited to the Account by the “Payment Due Date” shown on the first monthly billing statement to which the Cash Advance and Balance Transfer is billed, any balance remaining becomes a part of the “Previous Balance” on Cardholder’s next periodic statement and is computed as part of the Average Daily Balance for Purchases.

### **Armed Forces Members and Dependents**

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed a military annual percentage rate of 36 percent (36.00%). This rate must include, as applicable to the credit transaction or Account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To hear this same disclosure and for a general description of Your payment obligations for this credit card Account, please call Us at 913-281-3165.