

# Digital Banking Service Agreement (Personal & Business)

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## Table of Contents

Table of Contents .....	1
Important Customer System Administrator (CSA) and Authorized User Disclosures (for Business Digital Banking Customers Only).....	1
PART A – General Terms and Conditions.....	2
PART B – Consumer Disclosures for Personal Accounts Only.....	17
PART C – Digital Banking Services Offered to Both Personal Digital Banking and Business Digital Banking Customers .....	19
PART D – Digital Banking Services Offered Only to Customers Enrolled in Personal Digital Banking .....	36
PART E – Digital Banking Services Offered Only to Customers Enrolled in Business Digital Banking .....	38
PART F – Specific Terms and Conditions for Business Accounts and/or Customers Enrolled in Business Digital Banking.....	43
PART G – Definitions – Terms defined in this Agreement and for purposes of this Agreement.....	45

**NOTICE TO ALL DIGITAL BANKING CUSTOMERS: Unless specifically stated otherwise, agreeing to this Agreement does not constitute automatic enrollment in the following Digital Banking services: (i) paper suppression of the statement portion of eDocuments Service (as set forth in Section 62); (ii) Bill Pay Service (as set forth in Section 76); (iii) Wire Transfer Payment Service (as set forth in Section 77); and (iv) External Transfers (as set forth in Section 81 and only available to Personal Digital Banking customers). This means that for the foregoing services, the applicable terms and conditions for each applicable service do not apply unless you enroll in the applicable service and/or use the applicable service. For example, when you agree to this Agreement, we will not automatically suppress your paper account statements; however, you will receive courtesy electronic statements under the eDocuments Service. You will continue to get paper account statements until you sign in to Digital Banking and request to “Go Paperless.”**

**Please note: If you open a deposit account through our self-enrollment process, then you are automatically enrolled in eStatements and eNotices, which means your paper statements and notices will be suppressed. The platform you are using will clearly indicate whether you are automatically enrolled in eStatements and eNotices.**

## Consent to Receive Communications to Your Mobile Device

By accepting these terms, you consent to receiving text messages and autodialed, prerecorded or artificial voice (“PAV”) calls to any number(s) you provide, and you acknowledge that, in any event and to the extent not prohibited by applicable law, by voluntarily providing your telephone number(s) to us, you expressly agree to receive autodialed, PAV messages and texts from us, including from our affiliates and third parties calling on our behalf. You further certify that you are the owner of the mobile device and specified account. The frequency of messages sent via SMS text will vary depending on the Alerts you have enabled, as well as the type and frequency of transactions you initiate via Digital Banking. Message and data rates may apply. Right to Opt Out. You may opt-out of autodialed, PAV calls or text messages from us at any time. To opt-out of autodialed and PAV calls (but not text messages), call your Customer Care Center as set forth in Section 5 below. You may also opt out of receiving text messages from us, subject to applicable law. To opt-out of text messages, reply STOP to any text message you receive, including Alerts (in the event of disruption in the Alerts feature you may be given an error message, if so please call us), or by unchecking the "Enable to receive SMS Text Alerts" box in "My Profile" in Digital Banking. For help, text HELP. You acknowledge and agree that you may receive a text message confirming your opt out. You cannot opt out of necessary service, authentication, or fraud messages. Mobile carriers are not liable for delayed or undelivered messages.

Our Privacy Notice can be found by clicking on the words “Privacy Notice” in the footer of this application OR by clicking on More on mobile and selecting Privacy & Terms, then Privacy Notice, and the “Privacy Notice” is available within the Agreement Center.

**NOTICE TO PERSONAL ACCOUNT HOLDERS: This Agreement includes disclosures applicable to “consumer accounts” as provided under the Electronic Fund Transfer Act (EFTA) and its implementing Regulation E, as it can be amended from time to time. Read this document carefully and retain a copy for your records.**

## Important Customer System Administrator (CSA) and Authorized User Disclosures (for Business Digital Banking Customers Only)

For customers that use Business Digital Banking, you are responsible for: a) understanding, establishing, and monitoring entitlements set up by a CSA; and b) providing and maintaining accurate contact information for the business itself, each CSA, and Authorized User,

including, but not limited to, an accurate unique email address and, as recommended, a mobile number for each user. Also, you further agree and acknowledge that you are responsible for understanding that: a) we may, at any time and from time to time, require multi-factor authentication; and b) we are not liable whatsoever if you or any user cannot engage (or is otherwise delayed) in a transaction or feature due to the inability of the user to produce the additional form of authentication, such as a one-time passcode as part of our step-up authentication process, as a result of non-existent or inaccurate or duplicative/shared e-mail address and/or mobile number. Please see the Section titled, "Your Customer System Administrator (CSA)" and the subsections immediately after that Section entitled "Roles and Responsibilities," "User Management," "Entitlements," "CSA's Authority and Responsibilities," and "Authorized Users," below in PART F of this Agreement for further details.

## **PART A – General Terms and Conditions**

PART A sets forth general terms and conditions that apply to all Digital Banking services, including services that are provided through Online Banking and/or Mobile Banking, offered to customers of Zions Bancorporation, N. A. However, we may choose to exclude some customers and any or all minors from enrolling in Digital Banking or using selected features. Unless specifically stated otherwise, this Digital Banking Service Agreement ("Agreement") applies to eligible deposit accounts and loan accounts. Also, there are some portions of this Agreement that pertain only to: a) customers that are enrolled in Personal Digital Banking (including Mobile Banking); b) customers that have one or more electronic fund transfers to or from one or more Personal Accounts, as defined below; and/or c) customers that are enrolled in Business Digital Banking (including Mobile Banking). **Please note that one or more services and/or features may not be made available for you even though they are listed in this Agreement, and you are enrolled as a customer type who would be eligible for such services and/or features.**

- 1. Agreement.** This Digital Banking Service Agreement ("Agreement") governs the Digital Banking services that Zions Bancorporation, N.A. ("Bank", "we", "us" or "our") provides to its enrolled customers, including any individual deemed to be an agent or otherwise authorized to act on behalf of the customer ("you"). Zions Bancorporation, N.A. operates through divisions with trade names that include **Amegy Bank, California Bank & Trust, National Bank of Arizona, Nevada State Bank, Vectra Bank Colorado, and Zions Bank** (each a "Division"). Important capitalized terms are defined herein and in PART G.

**Before using the Digital Banking service, you, on behalf of yourself and, to the extent applicable, the customer enrolled in Digital Banking, must both: (a) consent to receive disclosures, notices, and other communications electronically; and (b) read and accept this Agreement.** You agree that you are deemed to automatically renew your consent and acceptance each time you sign in and/or use Digital Banking.

Features in Digital Banking or individual Channels made be added, deleted or changed without prior notice. To use Digital Banking with Eligible Accounts at more than one Division of Zions Bancorporation, N.A., you must separately enroll in each such Division's independent digital banking service. For purposes of cutoff times, posting and funds availability, and methods of execution, transfers between accounts at different Divisions of Zions Bancorporation, N.A. may be processed as transfers between separate banks (e.g., by ACH rather than as internal book transfers).

This Agreement will be effective as of the first day we make the Digital Banking services accessible to you. Unless otherwise stated, any reference to the Agreement shall include applicable schedules, enrollment forms and exhibits to the same, as well as applicable user guides, user manuals, set-up forms and other user materials, including online terms and information. Each time you access the Digital Banking service, you confirm your agreement to these terms, as amended by us from time to time. Please note that: (i) one or more services and/or features may not be made available for you or in all Channels even though it is listed in this Agreement, and you are enrolled as a customer type that would be eligible for such services and/or features; and (ii) your acceptance of this Agreement does not automatically mean that you are enrolled or approved for a particular service.

This Agreement is supplemented by the terms of your Deposit Account Agreement and other "Account Agreements" (defined below), but this Agreement governs over any conflicting terms therein with respect to Digital Banking. This Agreement is also supplemented by the terms of "Related Documents" (defined below) you have already accepted or may accept hereafter. If a provision in this Agreement directly conflicts with a specific provision in a Related Document, the Related Document shall govern. However, you agree and acknowledge that your consent under Section 3 and/or the E-Sign Consent for Execution and Delivery of Electronic Documents ("E-Sign Consent") you previously agreed to in connection with enrolling in Digital Banking services shall govern over any conflicting provision in any Related Document. Otherwise, our rights and your responsibilities under this Agreement, the Related Documents and the Account Agreements are intended to be cumulative.

Dispute Resolution; Jury Waiver. Except as may be prohibited by applicable law, YOU AGREE AND ACKNOWLEDGE THAT YOU AND THE BANK AGREE, WITH REGARD TO ANY DISPUTE CONCERNING DIGITAL BANKING AND/OR ONE OR MORE DIGITAL BANKING SERVICES, TO WAIVE: (A) TRIAL BY JURY; AND (B) PARTICIPATION IN A CLASS ACTION.

You further agree and acknowledge that the dispute resolution provisions found in your Deposit Account Agreement and other Account Agreements between us (as may be amended from time to time) shall also govern the resolution of any disputes under or in connection with this Agreement, the Digital Banking service, any Related Document, or any Digital Banking transaction.

- 2. Electronic Signatures, Contracts and Records.** When any Service generates items or transactions to be charged to your Deposit

Account, you agree that we may charge the affected Deposit Account without requiring your signature on an item and without prior notice to you. Any transactions or communications resulting from your instructions which we receive in your name and under your credentials shall be deemed to have been “a writing” and authenticated by you “in writing” for purposes of any law in which a writing or written signature is needed or required. All records maintained by us of transactions under your credentials shall be deemed to have been “signed” and to constitute an “original” when printed from records established and maintained by us or our authorized agent in the normal course of business.

You agree that we may contract and communicate electronically with you, including execution and retention of contracts, documents, and certifications, electronically, including this Agreement and any Related Documents. You agree not to contest the authorization for, or validity or enforceability of, our electronic records, contracts and documents, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files or records are to be in writing or signed by the party to be bound thereby. Records, contracts and electronically “signed” documents, if introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records. Upon our request, you agree to manually sign or place your signature on any paper original of any record, contract or “signed” document which we provide to you containing your purported signature.

**The current version of this Agreement may be viewed and printed or saved online in the Agreement Center at your Division’s Website (listed in PART G below).**

- 3. Consent To Electronic Disclosures.** By using Digital Banking, and/or agreeing to the E-Sign Consent (as applicable): (i) you consent to receiving and being bound by Electronic Documents, as defined in the E-Sign Consent, which includes, but is not limited to, this Agreement, Related Documents and any notices, changes in terms and disclosures in connection with Digital Banking; (ii) you agree that the Electronic Documents are in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (“Act”); and (iii) you and we both intend for the Act to apply to all Digital Banking services and documents.

You agree and acknowledge that your consent to Electronic Documents includes permissible electronic delivery: a) by email to any address you have provided for use with Digital Banking, including attaching documents to the email, or providing links to or instructions within the email for navigating to documents posted online; b) by SMS text message to any Mobile Device telephone number you may have provided to us for banking services; c) by display on your screen or other “in-product” message or alert during your Digital Banking activity; d) by posting it to your Division’s Website, a Digital Banking message center, or in our Digital Banking software; e) by message printed on the statement for your Eligible Accounts if you have agreed to receive that statement electronically; f) by any other electronic means that you have authorized elsewhere or hereafter authorize; or g) by any other electronic means that is commercially reasonable and within the system requirements. Any of the foregoing methods of electronic delivery may be used for any Digital Banking service that requires signing in to Digital Banking to use, even if that other function has its own terms and conditions that do not themselves list the foregoing methods of electronic delivery. You agree to notify us if you change your email, mobile number, or other electronic or postal addresses you use for Digital Banking or your Eligible Accounts. You can do so by calling or writing your Division’s Customer Care Center (see Section 5). We reserve the right, from time to time, to deliver one or more Electronic Documents in paper form instead of electronic form by mailing the disclosure to the last known mailing address on our records for you. If we do so, we are in no way terminating your consent to Electronic Documents and may continue to provide Electronic Documents to you in electronic form.

We may change our hardware and software requirements, from time to time without prior notice to you. [Click here](#) for our current computer, mobile device & operating systems requirements.

If you are not able to access, view and print or save this Agreement and all other Digital Banking documents, you must not enroll in or use Digital Banking. To withdrawal your consent to future Electronic Documents, please call us at the phone number for your Customer Care Center as set forth in Section 5 below.

**Please Note:** Your agreement to this Agreement and/or the E-Sign Consent does not constitute automatic enrollment in suppressing your paper account statements. You must engage in a separate enrollment to “Go Paperless.” See Section 62 for further details. Also, your enrollment or non-enrollment in suppressing paper account statements does not affect your ability to use one or more Digital Banking services.

- 4. Digital Banking Services.** With Digital Banking, you may enroll your Eligible Accounts and may then access the following Digital Banking services, subject to systems limitations:

- Obtain limited enrolled Eligible Account information
- Enroll to receive certain disclosures and documentation electronically and suppress paper (“eDocuments”)
- Transfer funds between enrolled Eligible Accounts, excluding certificates of deposit (see details below for, “Internal Transfers” and “Internal Transfer (to a Friend)”)
- Make advances from and initiate loan payments to enrolled Eligible Accounts (see details below for, “Internal

- Payments” and “Internal Advances”)
- Enroll to request the transfer of funds from your enrolled Eligible Accounts to accounts you own at other eligible financial institutions and from your accounts you own at other eligible financial institutions to your enrolled Eligible Accounts, available to customers enrolled in Personal Digital Banking only (“External Transfers”)
- Initiate check stop payment instructions
- Set up enrolled Eligible Account alerts (“Alerts”)
- Web-Connect
- Enroll to initiate bill payments from enrolled Eligible Accounts (“Bill Payments”)
- Enroll to receive electronic bills (“e-Bills”)
- Access some of the Digital Banking features using your Mobile Device (“Mobile Banking”), including the ability to remotely deposit checks to enrolled Eligible Accounts (the “Deposit Service”)
- Wire transfer services (“Wire Transfer Payment Service”)

In addition, Business Digital Banking customers may also have access to the following Services, once enrolled:

- ACH services (“ACH Service”)
- Digital invoicing, payment acceptance and accounting (“Digital Invoicing, Payment Acceptance and Accounting Service”)

Some Services may not be available without special application to and approval by us, may be limited to certain channels, specific types of accounts, and may require you to agree to additional terms and conditions which may be presented at the time the feature is activated. Some of the Services may appear on your screen that have not been activated for your use. We may make other services available to you and you agree to be bound by the terms and conditions of the additional services, as they apply, in addition to the terms of this Agreement.

**5. Customer Care Center.** The telephone number and address for your Customer Care depends on which Division of Zions Bancorporation, N.A. provides your Digital Banking:

<u>For Customers of:</u>	<u>Call:</u>	<u>Or write:</u>
Amegy Bank	(888) 500-2960	P.O. Box 30709 Salt Lake City, UT 84130
California Bank & Trust	(888) 217-1265	P.O. Box 30709 Salt Lake City, UT 84130
National Bank of Arizona	(800) 497-8168	P.O. Box 30709 Salt Lake City, UT 84130
Nevada State Bank	(888) 835-0551	P.O. Box 30709 Salt Lake City, UT 84130
Vectra Bank Colorado	(800) 884-6725	P.O. Box 30709 Salt Lake City, UT 84130
Zions Bank	(800) 840-4999	P.O. Box 30709 Salt Lake City, UT 84130

**6. Dollar Limits.** The following dollar limits apply:

- Internal Transfer (to a Friend): \$2,500 in the aggregate each Business Day.
- Internal Advances (also known as loan advance): subject to terms and conditions of the loan agreement.
- External Transfers: \$10,000 in the aggregate each Business Day for transfers to an external deposit account. However, any External Transfers using the real-time payment option will be limited to \$3,000 in the aggregate each day. The dollar limits for the non-real time payment option and for the real time payment option for External Transfers are independent of each other.
- Bill Pay: For customers enrolled in Personal Digital Banking, the following are the aggregate Business Day and per transaction limits for Bill Payments: a) \$149,999.99 for the Bill Pay Service offered through Amegy and Zions; b) \$99,999.99 for the Bill Pay Service offered through Vectra Bank Colorado; and c) \$49,999.99 for the Bill Pay Service offered through California Bank & Trust, National Bank of Arizona, and Nevada State Bank.

Additional limits, including additional dollar limits, may be applied to your Service, and will be disclosed separately. For security purposes, the Digital Banking service may impose additional limits.

**7. Protect Your Access Credentials.** Your Access Credentials are used to access Digital Banking and must always be kept confidential. You agree that if you share your Access Credentials with anyone, you do so at your own risk. At any time, you may ask us to disable your Access Credentials to prevent further access by others or for any other reason. Except to the extent limited by applicable law, you agree to indemnify and release us from liability for any claims related to our having honored a transaction or action in reliance on your Access Credentials provided to us to facilitate the transaction or activity. We strongly recommend changing your Access

Credentials regularly (at least every 60 days) for your protection. It is recommended that you memorize your Access Credentials, avoid using them with another website or service, and refrain from writing them down. You are responsible for keeping your Access Credentials, account numbers, and other account data confidential. (For Business Digital Banking Customers, references to “your Access Credentials” include Access Credentials issued to or by your Authorized Users. Access Credentials issued to your Authorized Users are subject to your obligations under this Agreement; therefore, their use and confidentiality are your responsibility.)

If you have a Personal Account linked to a Business Digital Banking profile, we may, but have no duty to, require you to enter Access Credentials for Business Digital Banking plus separate Access Credentials (e.g., for Personal Digital Banking) before granting access to your Personal Account in the Business Digital Banking Channel.

**Note: Some software may store Access Credentials to facilitate future access to websites or mobile applications. For security reasons, you agree to disable those features.** You can choose to use the biometric capabilities stored on your mobile device (e.g., fingerprint and facial recognition) as an authentication option to gain access to the mobile banking application.

If you use a third-party service to access Digital Banking on your behalf (e.g., a third-party aggregation service for downloading account data) and for which you share your Access Credentials, that third-party service shall be your agent (not ours). You and your agent shall be solely responsible for, and you shall indemnify and hold us harmless from, all use, misuse, loss, or disclosure of your Access Credentials or personal data, and any transactions by that service, employees, or subagents or unauthorized persons.

*For Mobile Banking.* Your Digital Banking Access Credentials are your *primary* Access Credentials for Mobile Banking, regardless of which Channel you enroll initially. For Mobile Banking, we may also permit you to use “alternate” Access Credentials that we make available. Alternate Access Credentials may include, but are not limited to, biometric identification (e.g., fingerprint or facial recognition). Commercially reasonable types of alternate Access Credentials methods can be added, removed, substituted, or changed by us from time to time without prior amendment of this Agreement. Alternate Access Credentials may not be available for all Mobile Devices, functionalities, types of accounts, or classes of Mobile Banking.

If you elect to use an optional biometric identification procedure performed on your Mobile Device or via a third-party service selected by you, then we can accept and act upon identity authentication from that Mobile Device or service, and we can grant access to your Mobile Banking without further action or responsibility on our part to confirm your identity.

**Important Note: If any other person’s biometric information becomes associated (with or without your knowledge) with a Mobile Device that you or your agent have registered for biometric identification, then that other person’s biometric information shall be one of your Access Credentials, and you are authorizing that person to transact in your Mobile Banking service). Enabling biometric identification on a Mobile Device that is shared with or may be used by another person is strongly discouraged. It is your sole responsibility to understand and agree that upon signing in with proper Access Credentials, after a new biometric has been added, any individual associated with the newly added biometric will be able to access and move money through Mobile Banking unless the newly added biometrics are disabled under the “Settings” of the applicable Mobile Device.**

**Your Internal Security.** You bear sole responsibility for establishing, maintaining, implementing, and updating policies, procedures, equipment, and software (“**Internal Security Controls**”) that ensure the security and integrity of your computer systems, Mobile Devices, and information, protect them from any unauthorized use, intrusion, takeover or theft, and prevent your Access Credentials from any unauthorized discovery or use (collectively “**Internal Security Breaches**”). You further agree to keep your browser and operating system up to date. You agree to install and maintain appropriate firewall and anti-virus software on any equipment you use to access the Service, to protect your data when connected to the Internet. We have no duty to review your Internal Security Controls, identify deficiencies, or make recommendations. Except to the extent limited by applicable law, you assume sole responsibility for all loss, damage, or injury arising from any failure of your equipment, software not provided by us, the disruptions or unavailability of connectivity, viruses, spyware, malware, or worms affecting your equipment or software. As a result, you bear all risk of fraudulent transfers and other losses or disclosures arising from your Internal Security Breaches or from the interception of your communications prior to their receipt by us (collectively “**Internal Security Losses**”). We will not reimburse your Internal Security Losses. You are encouraged to consider purchasing insurance to cover your Internal Security Losses.

In addition to the foregoing, you agree and acknowledge that we have offered you fraud mitigation tools such as Positive Pay (which is for monitoring items, such as checks and other negotiable instruments drawn off each of your deposit accounts), and ACH Positive Pay (which is for filtering and/or blocking ACH entries (debits and/or credits) in connection with your deposit accounts) that are currently provided by one or more different Bank platforms and not necessarily through Digital Banking itself, and with or without additional fees. Also, you agree and acknowledge that you will utilize these tools as part of your Internal Security Controls. Further, you agree and acknowledge that we strongly recommend that you use Positive Pay, and ACH Positive Pay, as part of your Internal Security Controls and that we may contend in court and/or arbitration that your failure to do so was negligent and a proximate cause of an experienced loss. For more information regarding Positive Pay, ACH Positive Pay or other fraud mitigation tools to support your internal controls, please speak with a Bank representative or visit the Treasury Management and business risk management section(s) of your Division’s homepage.

- 8. Encryption Limitations.** Encryption of data transmissions does not guarantee privacy. Data transferred via the Services is encrypted

to provide transmission security. Notwithstanding our efforts to ensure that the Services are secure, you acknowledge that the Internet is inherently insecure and that all data transfers (including transfer requests and electronic mail) occur openly on the Internet. This means that the data transfers potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Services will not be monitored or read by others. You expressly acknowledge that any wireless access to the Services initiated by you may not be secure and, in such cases, you assume the risk associated with unauthorized access to the Service and any information contained therein, resulting from such wireless connectivity.

- 9. Contact in Event of Unauthorized Transfer.** If you believe any part of your Access Credentials have been lost or stolen, call your Division or write to your Division, as set forth in PART A, Section 5.

You should also call the number or write to the address listed in PART A, Section 5 if you believe a transfer has been made using the information from your check without your permission.

- 10. Limitations on Transfers from a Saving or Money Market Account.** You agree and acknowledge that if you use Digital Banking to transfer money from your Deposit Account to your External Account or another deposit account held with us or a third party and your Deposit Account is a savings or Money Market account, then the transfer will count towards one of your six withdrawals allowed per statement month and if you exceed the limitation, we may charge you a fee. Please see your Deposit Account Agreement and applicable account disclosure for details.

- 11. Access Credentials; Security Procedure; Responsibility to Utilize all Security Procedures; Agreement to Alternative Security Procedures**

*Access Credentials.* You agree and acknowledge that Digital Banking requires entry of valid Access Credentials. For initial sign in to Digital Banking, Access Credentials generally consists of either: (a) your Username (which for Business Digital Banking Customers, may consist of a combination of your Company ID and Login ID separated by a hyphen) and Password; and/or (b) your biometric identification, such as fingerprint or facial recognition, in a Mobile Banking Channel.

You agree and acknowledge that: a) you will not use personally identifiable information (such as, Taxpayer Identification Number, date of birth, maiden name and etc.) or private financial information (such as, account number, debit card number, and etc.) as part of your Access Credentials; and b) we implement certain character lengths, capitalization and/or symbols for passwords. Further you agree and acknowledge that if we deem, in our sole discretion, that any part of your Access Credentials or credentials do not conform to the foregoing standards or any other requirements we may implement from time to time, then we may request that you reset your Access Credentials accordingly before accessing Digital Banking, regardless of how long you have been accessing and/or using Digital Banking with your Access Credentials or credentials.

Further, you agree and acknowledge that in the event your Eligible Account(s) are linked to a Digital Banking profile of a Business Customer, which is generally the Primary Company, as defined below, then Access Credentials issued and/or created by any CSA or Authorized User are deemed to be accepted by you as authorized Access Credentials for your Eligible Account(s). This means that you have responsibilities and can have liability for the use of Access Credentials by persons that you do not personally know because their Access Credentials are issued by authorized individuals of the Primary Company. For example, if you have one or more Personal Accounts that are linked to a Digital Banking profile of Primary Company, then any Access Credentials associated with the Primary Company are your responsibility for purposes of this Agreement, including, but not limited to, the Sections entitled, "Errors or Questions," and "Consumer Liability," as set forth in PART B below. Another example, if you have one or more Personal Accounts and/or Business Accounts linked to a Digital Banking profile of Primary Company, which may be owned by someone other than you (meaning different legal names and/or persons), then any Access Credentials associated with that Primary Company are your responsibility for purposes of this Agreement and you can be liable for Orders delivered to Bank in your name as set forth under the subsections entitled, "Security Procedures," "Responsibilities to Utilize all Security Procedures" and "Agreement to Alternative Security Procedures" unless otherwise prohibited by law. However, again you agree and acknowledge that the Access Credentials created for and/or by each CSA and/or Authorized User must be kept confidential and not shared with others and their use should be solely limited to the individual that was issued the Access Credentials. Bank cannot share or otherwise disclose the Access Credentials of any individual to another person that was not specifically issued those Access Credentials unless otherwise required by law.

Also, in the event your commonly owned Eligible Accounts are linked to the Digital Banking profile of Primary Company, then you agree and acknowledge that each present and future CSA and Authorized User appointed by Primary Company is and shall be the authorized agent of each business entity and, for personal accounts, each individual owner that also owns the Eligible Account(s). And each business entity and, for personal accounts, each individual owner, is bound by all activity conducted by a CSA and/or Authorized User within or through Digital Banking regardless of whether the CSA or Authorized User is an authorized signer on the Eligible Account. This means any instruction, transfer, Order, request, authorization, enrollment, and/or activation of services within or through or in connection with Digital Banking conducted by a CSA or Authorized User for one or more Eligible Accounts shall be binding and deemed as if done by the business entity itself, and/or, for personal accounts, by the individual owner herself or himself or himself.

Finally, you agree and acknowledge that you bear sole responsibility for maintaining strict secrecy and security of all Access Credentials, Security Procedures, Alternative Security Procedures (as defined herein) any codes used for MFA or transaction-based authentication services, and any other identifiers, codes, tokens, passwords, or the like (collectively “**Identifiers**”) that we issue to you or allow you to select for purposes of security, identification, or transaction authentication, including Identifiers issued to or selected for your agents. **You must immediately notify us of any loss or suspected compromise in the security of any Identifier, and of any termination of an Authorized User.**

*Security Procedures.* You agree and acknowledge that the Access Credentials and any other authentication method or tool we offer or otherwise make available through one or more Related Documents and/or through Digital Banking (and which may vary depending on the particular type of Communication or Order, e.g., Wire Transfer Payment Services offered under this Agreement) are the Security Procedures. Also, you agree and acknowledge that we may use the Security Procedures to verify access to Digital Banking, whether it be through the Online Banking or Mobile Banking Channel, and/or to authenticate Communications, which includes, but is not limited to, any Order made in your name delivered to us through Digital Banking.

More specifically, you agree and acknowledge that your agreement to the Security Procedures for Digital Banking is for purposes that include, but are not limited to, Uniform Commercial Code Article 4A, Funds Transfers, as it may be amended from time to time. Consequently, you agree and acknowledge that: (a) the authenticity of Orders issued to us in your name will be verified by us pursuant to the Security Procedures; and (b) Orders in your name delivered to us through Digital Banking authenticated using the Security Procedures may be relied on by us as your effective Order and you will be obligated on the Order, whether or not authorized.

Notwithstanding the foregoing, you agree and acknowledge that we shall have no liability to you if, despite authentication by the Security Procedures, we delay or do not process a Communication (including an Order) that we in good faith believe or suspect might not be authentic or authorized.

Also, you agree and acknowledge that if one or more Communications, including any Orders, were authorized by you and/or you are bound by the Communications under the law of agency, then you will be obligated on the Communications even if we did not authenticate the Communications using the Security Procedures and even if the Security Procedures would have prevented error. You agree and acknowledge that the Security Procedures are intended to authenticate Communications and not to detect error. You are solely responsible for the accuracy of your Communications.

Further, you agree and warrant that you have: (a) assessed the risks presented by the possibility of unauthorized access to Digital Banking and/or unauthorized instructions to move money through Digital Banking; (b) reviewed the Security Procedures in consideration of the risks; and (c) determined that the Security Procedures are commercially reasonable security procedures for your needs, including, but not limited to, the size, type and frequency of Orders that you use Digital Banking to accomplish. You agree and acknowledge that the Security Procedures are a commercially reasonable method of providing security against unauthorized Orders after considering the risks.

Also, you agree and acknowledge that we, acting in good faith, are entitled to receive, act upon, execute, and rely upon any Orders that are authenticated by the Security Procedures. And you agree and acknowledge that such authenticated Orders shall be effective as your Orders and we shall have no obligation to further investigate the authenticity of any Orders that are authenticated by the Security Procedures.

Additionally, you agree and acknowledge that each subsequent use of Digital Banking by you shall constitute a reacceptance and a reaffirmation of your ongoing agreement and warranty that the Security Procedures, which are a menu of Security Procedures that may be added to or modified from time to time, remains commercially reasonable for the size, type and frequency of Communications that you use Digital Banking to accomplish.

Finally, you agree and acknowledge that in your current and ongoing review of the Security Procedures in connection with your use of the services offered by Digital Banking, now and in the future, you will notify us immediately in the event your use of Digital Banking, including any Digital Banking service that allows for the movement of money, would necessitate or be better served by a level of security that exceeds that offered by the Security Procedures. In the event of such notification, you agree and acknowledge that we reserve the right to suspend any service within Digital Banking that allows money movement. If you fail to notify us immediately, then you agree and acknowledge that the Security Procedures made available by us for each service offered within Digital Banking are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

*Responsibilities to Utilize all Security Procedures.* You agree and acknowledge that any additional or modified authentication tool or method we make available, now or in the future, to authenticate any Communications (including Orders) received by us in your name are part of the Security Procedures and it is your responsibility to use these additional or modified authentication tools or methods when we make them available to you. Specifically, you agree and acknowledge that this responsibility, which requires you to regularly review all types of additional or modified tools or methods for authentication of Communications we make available, as they may be updated or modified from time to time, requires specific action on your part, such as, but not limited to, enabling or enrolling for additional or modified authentication tools or methods through your CSA’s self- administration functionality within Digital Banking.

For example, Digital Banking may make available, depending on the particular type of Communication, your type of business entity structure and/or whether you have multiple Authorized Users, the ability to have a Security Procedure that would require that certain Orders must be initiated and approved using the separate Access Credentials of two Authorized Users (“Dual Authorization” or “Dual Auth” or “Dual Control”). If, and when, Dual Authorization is made available by us as an additional tool or method for authentication of certain Orders, then you agree and acknowledge that: (a) you will utilize Dual Authorization with or without any specific separate request by us; and (b) Dual Authorization, along with your Access Credentials and any other method or tool we have offered for authentication, is a commercially reasonable security procedure for the size, type and frequency of Orders that you use Digital Banking to accomplish.

*Agreement to Alternative Security Procedures.* If you choose not to use a Security Procedure other than Access Credentials that we make available to you (such as Dual Authorization or an updated MFA method) and/or later discontinue utilizing a Security Procedure other than Access Credentials, then you understand and acknowledge that you are expressly agreeing to Alternative Security Procedures. Also, in the event your commonly owned Eligible Account(s) are linked to the Digital Banking profile of Primary Company, you agree and acknowledge that this express agreement to Alternative Security Procedures applies to each business entity and, for personal accounts, each individual owner, when a CSA and/or Authorized User conducts transactions and/or Orders involving one or more Eligible Accounts. You understand and acknowledge that we highly recommended that you utilize all Security Procedures that we make available to you, in particular Dual Authorization (when it is available for utilization by you), and that by not using any or all Security Procedures in addition to the Access Credentials that we make available to you constitutes your refusal of one or more Security Procedures that are commercially reasonable.

Also, you agree and acknowledge that by agreeing to, or using any Alternative Security Procedures, such as single control or single authorization, you have made a voluntary decision that for your purposes, they are the governing Security Procedures and are commercially reasonable methods of providing security against unauthorized payment orders for the size, type and frequency of those particular Orders that you use Digital Banking to accomplish. Specifically, you agree and acknowledge that the Alternative Security Procedures are the Security Procedures and any Order in your name delivered to us through Digital Banking authenticated using the Security Procedures may be relied on by us as your effective Order and you will be obligated on the Order, whether or not authorized.

Further, you agree and acknowledge that by agreeing to Alternative Security Procedures as the Security Procedures you cannot shift the risk of loss associated with unauthorized Orders to Zions Bancorporation, N.A. Also, you agree to indemnify and hold us harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that you or we may suffer to the extent that such loss: (a) could have been detected, prevented, reduced or recovered by your use of one or more additional or modified authentication tools or methods we made available to you in order to authenticate Orders and/or other Communications that you declined or refused to utilize; (b) in any way relates to or arises, directly or indirectly, out of your express agreement to use the Alternative Security Procedures as the Security Procedures to authenticate Orders in your name delivered to us through Digital Banking; and/or (c) in any way relates to or arises, directly or indirectly, out of your failure to effectively use any Security Procedure ( e.g., you provide an erroneous unique email address or mobile phone number for purposes of receiving one-time passcodes as part of an MFA protocol).

Finally, you agree that we are making various digital funds transfer and payment methods available to you under this Agreement, the nature of which may generally increase risks or losses associated with unauthorized or fraudulent funds transfers, payment orders or Communications. In exchange for the convenience and versatility inherent to such capabilities offered through Digital Banking, you agree and acknowledge to adopt California Commercial Code, Section 11202, as it may be amended from time to time, as the law governing the subsections entitled, “Security Procedures,” “Responsibilities to Utilize all Security Procedures,” and “Agreement to Alternative Security Procedures,” as set forth above in this Agreement, without regard to conflicts of laws principles and notwithstanding any other provision in this Agreement, the Deposit Account Agreement or any other Account Agreements or Related Documents; **EXCEPT TO THE EXTENT THE APPLICABLE LAW FOR YOUR ACCOUNT(S) (AS DETERMINED BY YOUR DEPOSIT ACCOUNT AGREEMENT) PROVIDES FOR THE USE OF A RECORD STORED IN AN ELECTRONIC OR OTHER LIKE MEDIUM FOR PURPOSES OF ESTABLISHING OR DOCUMENTING AGREEMENTS UNDER ANY SUCH STATES’ ADOPTION OF UNIFORM COMMERCIAL CODE ARTICLE 4A-202.**

- 12. Duty to Review Accounts and Report Discrepancies.** In addition to your duties under the law, your Account Agreements, and your Related Documents, you agree to use Digital Banking to frequently review activity in your Eligible Accounts, and to IMMEDIATELY notify us of any discrepancies, including, but not limited to, any erroneous or unauthorized transactions. You agree that your duty to exercise ordinary care will include using Digital Banking to review activity on your Eligible Accounts daily. We may deem your failure to frequently review and immediately notify us as a proximate cause of an experienced loss. You also agree to frequently check Digital Banking’s Secure Message link for notices from Bank. You agree to examine your statement and promptly report any discrepancy to us (including issues of authorization, amount, or beneficiary). The deadline to discover and promptly report discrepancies depends on the circumstances but shall not exceed **14 days** from the date we send or make available (including availability online) to you: a) the account statement; b) notice of our acceptance of a transaction request; c) displaying in Digital Banking that we have posted a transaction request to your enrolled Eligible Account; or d) other information sufficient for you to detect the discrepancy. If you fail to promptly report the discrepancy, we shall not be liable for, and you shall indemnify us from: i)

any loss of interest regarding the transaction; and ii) any other loss that could have been avoided if you had given prompt notice. If you fail to notify us within **60 days** after the account statement is sent or made available to you (whichever is earlier) you are barred from any claim against us. **Personal Account holders refer to additional disclosures that also apply to your duty to review periodic statements and to otherwise notify us of unauthorized electronic fund transfers, under the "Consumer Liability" and "Errors or Questions" sections of this Agreement.**

- 13. Accessing Your Eligible Accounts.** From time to time, with or without prior notice, we can add, modify, and delete access protocols, features and functionality, the menus, the Website and the applicable software, including the Mobile Banking Software. You agree and acknowledge that when we, from time to time, offer new functions in Digital Banking that by using these functions, you agree to be bound by applicable law and all terms we communicate for those functions. Using the new function may require acceptance of a Related Document. Information on transfers to or from your Eligible Accounts will be reflected on your statements for those accounts and may be available to you through Digital Banking. We are not required to provide you with any other notice of the receipt, transmittal, execution or debiting of such transfers.
- 14. Service Availability.** Digital Banking may be temporarily unavailable for regular or emergency system maintenance. We will endeavor to have scheduled maintenance occur during non-peak hours, but we may conduct maintenance at any time. In addition, your accessibility to Digital Banking may be interrupted because of conditions or other causes beyond our control, including outages in Internet or telecommunications availability, emergency conditions, or to allow emergency personnel to use the communication networks. We will use commercially reasonable efforts to re-establish the service in those instances, but we do not promise Digital Banking will always be available for your use. We do not guarantee the functionality of Digital Banking through all web browsers or on all Mobile Devices, on all communications networks, in all geographic regions, or always. In no event, regardless of cause, shall we be liable to you for the unavailability of Digital Banking, or your inability to access the service or to execute its functions.
- 15. Electronic Mail.** Sending email is one way to communicate with us. You may use email to ask general questions and to provide feedback to us. However, you cannot use email to initiate transactions on your Eligible Account(s). For your security, please do not include any sensitive information (e.g., account numbers) in emails to us. In Digital Banking, you may include sensitive information using the Digital Banking Secure Message feature.
- 16. User Conduct.** You assume sole responsibility for providing accurate information in the form and format that we require. We are not responsible for confirming information, including Communications, or for failing to detect and reject duplicate Communications, or for monitoring or confirming that your transactions are in compliance with any fiduciary rules or laws that govern you and/or your use of the Service. If you provide us with a Communication that is incorrect in any way, you agree that we may charge your accounts for any transactions related to the Communication regardless of whether the error could have been detected by us. We are not obligated to detect errors in your transfer or payment instructions or other Communications. If we allow you to select a payee or another financial institution's contact information, including numeric identification (e.g., routing and transit number), by entering or selecting the payee or institution's name, then you are solely responsible for entering the correct name of that payee or institution and verifying the accuracy of the contact information detail.

You agree not to use the Service or the content or information in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising or illegal Internet gambling or those governing safekeeping or responsible accounting of fiduciary funds); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to the Service; or (i) use the Service in such a manner as to gain unauthorized entry or access to the computer systems of others.
- 17. No Commercial Reuse.** You agree that the Digital Banking service is only for the individual use of the individuals authorized to access your account information with us. You agree not to make any commercial reuse of the service or resell, lease, rent or distribute access to the service. You expressly agree that you are not, and you agree to take no action that would result in your being deemed or treated as, a money service business under any applicable state or federal law, except to the extent that you have specifically and in writing previously informed us that you are a money service business.
- 18. Inconsistencies.** We and other financial institutions may act on a Communication by reference to the account number only, even if the name on the account is also provided and even if the account number does not actually correspond to the name. If an intermediary bank or a beneficiary's bank is identified on a Communication by both name and identifying number, we and other financial institutions may rely on the number even if the name and the number are not consistent or identify different parties. Your obligations shall not be excused in these circumstances.

- 19. Provisional Credit.** You acknowledge that credit for a payment order is provisional until the receiving financial institution obtains final settlement. If final settlement does not occur, the originator of the payment order is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit. You agree that when we give you credit for an incoming payment order, including but not limited to, returned credited transactions or credit reversals, it is provisional until we receive final settlement for the payment order. We may delay the availability of provisional funds at our discretion. If we do not receive a final settlement, you must return the funds previously credited to your account to us, and the person who sent the payment order will not be treated as having paid you. We may refuse to permit the use of any amount credited for an incoming payment order, including, but not limited to, a debit entry or credit reversal if we believe in our sole discretion that there may not be sufficient funds in your account to cover chargeback or return of such transaction.
- 20. Data Retention.** Without limiting any other retention obligations provided under this Agreement, you will retain data on file adequate to permit the remaking or reconstruction of all requested Services (including payment orders or other money transactions) for one year following the date of the execution of the request to which such data relates and will provide the data to us upon our request. You agree to determine promptly the accuracy of all records and information regarding a Service and notify us immediately of any errors in such records or information. Nothing in this Agreement relieves you from: (a) any responsibility imposed by law, regulation, or contract regarding the maintenance records; or (b) any responsibility to perform audits and account reviewers customarily conducted by persons or entities whose businesses are similar to your business.
- 21. Amending/Canceling a Transaction.** Except to the extent this Agreement provides otherwise, you do not have the right to amend or cancel a payment or transfer instruction once we have received it. If we attempt to reverse a transaction at your request, we assume no liability for any interest or losses that result if the reversal is not affected. If we attempt to affect a change or cancellation, you agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings, and damages we incur in affecting or attempting to affect any such change or cancellation. You assume sole responsibility for providing notice to the receiver/beneficiary that a reversal is being transmitted, as applicable, and the reason for the reversal no later than the settlement date of the reversing entry.
- 22. Rejections and Delays by Bank.** All requests are subject to our review and acceptance. Confirmation of your request is only an acknowledgement of receipt and not an acceptance of your payment order. We may delay or refuse to process any requested service, including Orders or other money transactions, or any other Communication from you. We may do so for any reason or for no reason. We may provide notice to you but are not obligated to do so. We may delay or refuse processing, for example, if: (a) processing would or may exceed the available funds in your affected account; (b) the Communication is not authenticated to our satisfaction or we believe it may not have been authorized by you; (c) the Communication contains incorrect, inconsistent, ambiguous, or missing information; (d) processing would or may involve funds which are subject to lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; (e) processing would or may cause a violation of any laws or rules applicable to you or to us; or (f) for any other reason under this Agreement. In addition, we shall be excused from failing to transmit or delay in transmitting a requested service if such transmittal would result in our having exceeded any limitation upon our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in our reasonable judgment would otherwise be violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. You agree that we will have no liability, including lost interest, to you or to any other person for any loss, damage or other harm caused by or arising out of any such delay or refusal.
- 23. Limitations Generally.** You agree and acknowledge that we have the right to establish, without prior notice unless otherwise prohibited by law, limitations on the amount or number of transactions permitted under this Agreement. Unless otherwise required by law, we may also without prior notice increase, decrease, or remove such limitations at any time, and we are not obligated to enforce our limitation of any particular transaction.
- 24. Access Restrictions Waiver.** Your accounts may be subject to access restrictions when you conduct transactions in person or when you are using systems other than with a Service. If access restrictions exist, they do not apply to your use of the Services. We may limit or deny Services to you if there are access restrictions. Conversely, we may process your transactions based on Communications without regard to or any need to comply with access restrictions otherwise applicable to your accounts.
- 25. Compliance with Laws and Rules.** You agree to comply with all state and federal laws, rules, and regulations applicable to you and to your use of the Services (the "Laws"), including the operating rules of all systems used to provide Services to you (the "Rules"), and to provide evidence reasonably satisfactory to us of the same if requested by us. You agree not to use the Service for any illegal purpose, including, but not limited to, illegal Internet gambling. Also, you agree not to use the Service in any manner that would cause you to violate any applicable fiduciary rule or law, including, but not limited to, transferring funds in a manner that would be deemed to be a breach of your fiduciary duties under state law and/or the supervisory organization that governs your profession. Without limitation, you agree and acknowledge that the Services may not be used by you in violation of the laws of the United States, including sanction laws administered by the Office of Foreign Asset Controls ("OFAC"). You acknowledge and agree that the software you use to access Services may be subject to restrictions and controls imposed by the Export

Administration Act and the Export Administration Regulations. You agree and certify that neither the software nor any direct product thereof is being or will be used by you for any purpose prohibited by these Acts. You acknowledge that: (i) any payment order executed by us will be subject to rules and regulations applicable to payment orders, including recordkeeping and information transmittal requirement under federal Bank Secrecy Act and its implementing regulations; and (ii) we may capture any transmittal information regarding a payment order (for example, beneficiary's name and address, other beneficiary identifiers and beneficiary's account number) as part of the processing of a payment order. You agree to assist us in connection with any requirements imposed on us fulfilling our obligations in this regard.

Additionally, each account and the Services will be subject to and governed by the following:

- The terms or instructions appearing on a screen when using a Service;
- The terms of our Account Agreements with you, and our rules, procedures and policies;
- Applicable provisions of the rules of the National Automated Clearing House Association (Nacha);
- Applicable state and federal laws, rules, and regulations; and
- The rules of other funds transfer systems when used in connection with a Service.

Nothing in this Agreement relieves you of any obligation you may have under the Laws or the Rules, and this Agreement is deemed modified to the extent necessary to allow or require you to comply with the same. You will implement and maintain procedures, including retention of legal or compliance services, to ensure that you are able to comply with all current and future Laws and Rules, including any changes to them. We are not obligated to provide information, updates or notice of or regarding the Laws or the Rules, even if we are aware of the same and of the potential for material impact on you and your use of the Services, and your indemnification and other obligations to us are not relieved or reduced by our not providing the same to you. If we do provide information, updates, or notices of or regarding the Laws or the Rules to you, we are not responsible for the accuracy of the same and may discontinue doing so at any time.

- 26. Equipment and Communication Providers.** You are responsible for obtaining your own equipment, software, and internet and/or mobile communications service providers. We are not a party to, and we have no duty, liability, or responsibility in connection with: a) your internet or mobile communications service provider agreement; or b) any hardware, software or other any product or service you may purchase from others relating to your use of Digital Banking. This Agreement does not amend or supersede any agreements that you have with third parties, and you remain subject to all terms, fees, costs, other charges, limitations, and restrictions in those agreements with third parties. Your hardware, software and communications providers are responsible for their products and services. You agree that any problems you may have concerning those companies' products, services or agreements shall be resolved by you directly with them, and without involving us.

Your hardware, software and/or communication services may become subject to unauthorized tracking, "hacking," data disclosure or other manipulation by malware such as spyware, viruses, or other malicious code (e.g., "Ghost" which can take control of infected Mobile Devices). We are not responsible for advising you of the existence or potential effect of any malware. Your choice, downloading, installation and use of your hardware, software and communication services are at your own risk. Except as may be prohibited by applicable law (such as Regulation E for certain consumer transactions), you agree that we have no liability for, and you shall indemnify and hold us harmless from, any losses suffered by you, us, or by third parties because of compromises in the security of your hardware, software, or communication services.

You warrant that you have not and will not: a) use any software, computer, or Mobile Device whose security features have been modified or disabled (including using any "jail broken" mobile device); or b) use any disposable mobile device (e.g., "burner phone"). Such use can cause security and other problems, and you agree to indemnify and hold us harmless from any damage or loss suffered by us, you or any third person that results from such use.

At any time, we reserve the right (but shall have no duty) to limit access to any Digital Banking Channel or function to only those customers who use specific security procedures, hardware, software, or communication services (collectively "controls"). Our specification of required controls shall not constitute a representation or warranty that they: a) are sufficient for your security needs or will prevent any particular security compromise; or b) be compatible with your procedures, hardware, software, or communication services. We have no duty to review your security, identify deficiencies or make recommendations. Further, you agree and acknowledge that your access and/or use of Digital Banking may be blocked in the event you use a VPN that uses an IP address that we know or have reason to believe is located or otherwise allocated to a country that is subject to an OFAC sanction, law, or executive order. Also, you agree and acknowledge that we will not be liable in any manner whatsoever if you are blocked from accessing and/or using Digital Banking for the foregoing reason.

- 27. Third-Party Content.** We may receive, process, and make available to you content that we receive from you and others. In this regard, we are merely a passive conduit for such content, although we reserve the right to block or remove any content that we believe violates this Agreement. We assume no responsibility for determining the accuracy, reliability, timeliness, ownership, legality, appropriateness or completeness of any information that you or others provide to us, nor for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity on such sites. We will not have a duty to interpret or evaluate any content transmitted to us or through our website or Services, except to the limited extent, if any, set forth in this

Agreement. We will not be required (by means of any security procedure or otherwise) to detect errors or illegality in the transmission or content of any content we receive from you or third parties. We will not have a duty to notify you about any inaccuracy, unreliability, ownership, incompleteness, or other problem that may be associated with third party content on our website, even if we have reason to know of its existence. Use of any content you obtain from our website is at your own risk.

- 28. Our Intellectual Property.** You acknowledge and agree that the software and content used by us in the operation of our website and provision of the Services, and the copyright, patent, trademark, trade secret and all other rights in and to the technology, software, content, designs, graphics, and trademarks included by us on our website and as part of the Services and our name and product names and the website's URL (collectively, by the "Intellectual Property"), are owned by us and our licensors. As such, you will not gain any ownership or other right, title, or interest in or to such Intellectual Property by reason of this Agreement or otherwise. You may not distribute, use, reproduce, duplicate, copy, publish, sell, or otherwise transfer any portion or element of the Services or the Intellectual Property. Further, you may not: (a) create derivative works of any portion or element of our website, Services or Intellectual Property; (b) reverse engineer, modify, decompile or disassemble any of the Intellectual Property; (c) deactivate or disable any password protection or other protection, security or reliability technology we incorporate in our website or the Services; (d) modify or erase any copyright or trademark notice we place at our website; (e) engage in the practice known as "screen-scraping" or otherwise attempt to, or actually, obtain copies of content provided at the site or a list of our content or site users, or use computer programs (sometimes known as "scraper," "spiders," "robots," or "bots") to systematically access and download data; (f) access the Services by any means other than via our website; (g) frame our website or any Intellectual Property; or (h) use any circumvention tools, meta tags or any other "hidden text" utilizing our name, trademark, URL, product name or Intellectual Property. You agree to comply with the terms of any license agreement we make available to you with any software.
- 29. Software License(s).** To the extent Digital Banking involves the granting of software license(s), such grant shall be a personal, non-exclusive, non-transferable right to access and use the Service in connection with your use in accordance with this Agreement. By enrolling in portions of Digital Banking relating to those software systems and programs, and by downloading and installing Digital Banking software, you accept the terms and conditions of those licenses. You agree that we are intended to be a third-party beneficiary, but not an obligor, of your rights and duties with those licensors and third parties. We, our licensors and above third parties reserve all rights not granted to you in this Agreement and under the terms of such licenses.
- 30. WARRANTY DISCLAIMER.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR THE AGREEMENTS GOVERNING THE TERMS OF ANY LICENSE RIGHT RELATING TO THE USE OR OPERATION OF THE DIGITAL BANKING SERVICES OR SOFTWARE, THE DIGITAL BANKING SERVICES AND SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR SECURITY, OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY, COMPLETENESS OR SECURITY. YOUR USE OF THE DIGITAL BANKING SERVICE AND SOFTWARE, AND ANY MATERIAL OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED VIA THE DIGITAL BANKING SERVICE, IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. We are not responsible for the security and confidentiality of information when you: (i) use wireless connections to download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded, or (ii) allow other persons access to your Mobile Device. You agree that any account information that you download is done at your own risk, and you are solely responsible for any damage that might occur to the electronic device to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage on an electronic device.
- 31. Limitation of Liability.** Except as specifically otherwise provided in this Agreement, or where the law requires a different standard, you agree to each of the following: (i) we shall not be responsible for any loss, whether caused by us, by equipment or software, by internet service providers, by mobile communications service providers, or by any agent or subcontractor of any of the foregoing; (ii) we are liable only for our own gross negligence or willful misconduct; (iii) we are not liable for acts or omissions by you or any other person, including without limitation any funds transfer system, any Federal Reserve Bank, any beneficiary's bank, or any beneficiary, none of which shall be deemed our agent; and (iv) we shall have no liability for delay or failure to execute a Communication if it is identified as potentially fraudulent or erroneous by any internal system we may employ for that purpose. In addition, we are excused from liability resulting from delaying or failing to execute a Communication if it would cause us to exceed any limitation on our intra-day net funds position under Federal Reserve guidelines, or if it would violate any present or future risk control program of the Federal Reserve or a rule or regulation of other regulatory authorities. **Also, except as specifically otherwise provided in this Agreement or where the law requires a different standard, we nor our service providers shall not be responsible for any direct, indirect, special, or consequential, economic, punitive, or other damages in connection with the Digital Banking service, or arising in any way out of the installation, use or maintenance of equipment or software, even if you have notified us or we are aware of the possibility of such damage,** including, without limitation, subsequent wrongful dishonors of payments resulting from our acts or omissions. Any liability by us for loss of interest resulting from our error or delay shall be the Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. You and we acknowledge and agree that the limitations of liability in this Agreement are a bargained for allocation of risk and liability and agree to respect such allocation of

risk and liability. Each party agrees and acknowledges that the other party would not enter into this Agreement without the limitations of liability set forth in this Agreement.

- 32. Fees.** Fees and charges applicable to your use of Digital Banking are in addition to any additional fees and charges we may impose in connection with your accounts with us and services we provide. We may impose new fees and charges or increase or change existing fees and charges. We will provide advance notice of these changes to you if required by law. Other fees may be assessed and billed separately by your Internet and/or telephone service provider. You authorize us to charge the designated Eligible Account and/or any other account you hold with us to cover your fees. You also authorize us to charge you according to our then-current fee schedule.

For customers enrolled in Personal Digital Banking, please click on the applicable Division's personal fee schedule for fees that apply to Digital Banking, including, but not limited to, stop payment fees, expedited and/or overnight Bill Payments, and excessive withdrawal fees:

[Amegy Bank](#)

[Nevada State Bank](#)

[California Bank & Trust](#)

[National Bank of Arizona](#)

[Zions Bank](#)

[Vectra Bank Colorado](#)

For customers enrolled in Business Digital Banking, the fees and charges that apply to your use of Digital Banking will be reflected in the applicable fee schedule (available upon request and/or within the Agreement Center for your applicable Division) or, if applicable, within the Digital Banking service itself. Also, if you are a Primary Company with one or more linked Eligible Accounts belonging to other business entities and/or individuals, then there may be an increase in Digital Banking fees assessed against the designated centralized billing account of Primary Company (see Section 35. Entitled, "Payment Account; Funds Availability" for more details) because all transactions and other activity affecting all such Eligible Accounts are associated to the Business Digital Banking profile of the Primary Company (regardless of whether the transactions and/or other activity occurred in an Eligible Account held in the name of an entity or owner other than Primary Company). For example, an increase in Digital Banking fees may consist of fees for Bill Pay, Direct Connect, ACH services, online wires, number of enrolled Eligible Accounts and/or number of transactions in any Eligible Account or across linked accounts. Notwithstanding the foregoing, each Eligible Account will be charged account activity fees that apply regardless of whether the Eligible Account has Digital Banking services or is linked under any Digital Banking profile of a Primary Company, such as excessive withdrawal fees and overdraft fees.

- 33. Suspension and Termination.** We reserve the right to suspend or terminate this Agreement, your access to Digital Banking, or Digital Banking itself, in whole or in part, including, but not limited to, one or more Digital Banking services or an accommodation to link one or more Eligible Accounts to the Digital Banking profile of Primary Company, with or without cause, at any time without prior notice except as required by law. Also, you agree and acknowledge that if such an accommodation is made and Primary Company no longer maintains at least one active deposit account, which is an Eligible Account with the Bank, then we can terminate the accommodation linking commonly owned accounts to the Digital Banking profile of Primary Company. However, you must inform us when Primary Company is terminating its deposit relationship with us by calling your Banker and/or Customer Care for the applicable Division, as set forth above in this PART A, Section 5, along with instructions to terminate the accommodation of linking commonly owned accounts. Further, and in addition to all other applicable terms of this Agreement or any Related Document, you agree and acknowledge that if the accommodation is terminated or one or more Eligible Accounts are unlinked, then all future one time and recurring transfers or payments (e.g., Bill Payments and internal transfers) scheduled by the Primary Company's CSA or Authorized User on an Eligible Account not in the name of Primary Company will be terminated as well. Also, you may have to reenter name and payment information for each Biller for the Bill Pay Service if applicable.

In the event of suspension or termination of this Agreement, access to Digital Banking or Digital Banking itself, you agree and acknowledge that we are not liable in any manner whatsoever for the inability to use Digital Banking to make any previously allowed bill or loan payments, such as credit card or mortgage payments (if and when available) and that you will contact Customer Care, as set forth above in PART A, Section 5, for information on making timely payments. **If all of your enrolled Eligible Accounts become closed, or if you do not access any of your Eligible Accounts via Digital Banking for any consecutive one hundred twenty (120) day period, (e.g., sign in to Digital Banking; however, we may, in our sole discretion, treat your recurring transfers or payments as "access"), your access to Digital Banking (including related services that you access through Digital Banking such as Bill Pay or an eDocuments Service and/or recurring transfers or payments) may be terminated or suspended without prior notice.**

You may terminate your Digital Banking services or just one or more of your Digital Banking services, at any time by calling or writing your Division's Customer Care. We shall have a reasonable time of not less than two Business Days to act upon your notice of termination. You agree and acknowledge that termination of all Digital Banking services means you cannot use one or more Digital

Banking services through a web browser or Mobile Banking app (for Mobile Banking, you must also un-register your Mobile Device and remove the Mobile Banking app).

**If you or we terminate your Digital Banking for any reason, then unprocessed transfers that you have scheduled through Digital Banking (or related services that you access through Digital Banking) will be cancelled without notice. Please note that if you decide to reactivate Digital Banking, if you are eligible, we may require you to go through a new enrollment process for one or more Digital Banking services. Also, you agree and acknowledge that termination of Digital Banking will result in you no longer being able to continue to suppress one or more eDocument Communications per your enrollment in one or more eDocuments Services and we will send you paper instead. This could result in you incurring a monthly service fee for paper statements. (See the applicable deposit account disclosure for your account.)**

All provisions of this Agreement which by their nature are intended to survive the termination of this Agreement shall survive such termination.

- 34. Payment Account; Funds Availability.** You may be asked to designate a payment account for selected related services that you access through Digital Banking. You agree to pay promptly all fees and charges for services provided under this Agreement and authorize us to automatically charge your designated payment account. However, you agree and acknowledge that in the event commonly owned Eligible Accounts are linked to a Business Digital Banking profile of a Primary Company, then Primary Company must designate a single checking account as the centralized billing account in order to pay the fees and charges for services; but, the funds transfers themselves will be funded from the designated payment account. Also, Primary Company agrees and acknowledges that if the designated centralized billing account is not available for whatever reason, including, but not limited to, the inability to pay the required fees in whole, Bank is authorized to designate any other deposit account of Primary Company as the designated centralized billing account.

If you close the payment account, you must notify us and identify a new payment account for the selected services. Until you designate a new payment account, you authorize us to debit any other Eligible Account. Digital Banking services are subject to the availability of sufficient funds. If there are not sufficient available funds to complete the transaction, the Bank may, in its sole discretion, honor the transaction and create the overdraft, or cancel the transaction. You agree and acknowledge that we may charge an overdraft, or similar fee for transactions processed that overdraw your account. We may hold (or "freeze") funds at any time after you have initiated a Digital Banking service request for any reason, including as a means of reducing risks that there will be insufficient available funds for completing the request. If we do hold funds for any reason, we may treat the held funds as not available for other purposes, and reject other transactions (for example, checks or other transfer instructions). Nothing in this Agreement, or any course of dealing between us, shall be construed as our commitment or obligation to lend you money. Unless we have separately expressly agreed with you otherwise if your account overdraws, you agree to immediately fund the account with sufficient funds to cover the overdrawn amount.

- 35. Release, Hold Harmless and Indemnification.** Except to the extent otherwise expressly provided in this Agreement or required under applicable law, you release and waive any claim against us, and our directors, officers, employees, Divisions, parent company, Affiliates and Service Providers (including employees and contractors of each of these) and agents (collectively, "Indemnified Parties"), and agree to indemnify and hold the Indemnified Parties harmless from all loss, liability, claims, demands, judgments, and expenses arising out of or in any way connected with the performance of Digital Banking. This indemnification is provided without regard to whether our claim for indemnification is due to the use of Digital Banking by you or your agents.

Without limiting the generality of the preceding paragraph, and except to the extent otherwise expressly provided in this Agreement or required under applicable law, or under an Eligible Account's governing Account Agreement, you agree to indemnify, defend, and hold harmless the Indemnified Parties, from and against every claim, damage, loss, liability and cost (including without limitation attorney's fees) of any kind which results directly or indirectly, in whole or in part, from: a) any authorized or unauthorized use of your Access Credentials (except as may be otherwise provided by applicable consumer protection laws, including Regulation E); b) your breach of this Agreement; c) our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; d) the actions or omissions of you, your agents or employees, including, but not limited to, inaccurate, ambiguous, or incomplete instructions to us; e) any warranty that we are required or deemed to make to a third party in connection with your transactions; f) your use or distribution of any equipment or software that is inconsistent with the license or sublicense that you receive; g) actions, omissions, delays or failures to perform by third parties (including other financial institutions, the Federal Reserve, funds transfer systems, payment networks, beneficiaries/receivers, and service providers) none of whom shall be deemed our agent; h) our debiting or crediting an account of any person as requested by you; and i) any inaccuracy, invalidity, delay, alteration of data provided to us by you or anyone on your behalf, including any corruption in the transmission of information to us. This Section 36 shall survive the termination of this Agreement. In addition, if applicable to you, you waive California Civil Code 1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

- 36. Foreign Transfers.** Digital Banking service does not support, and you agree that you will not attempt to use Digital Banking to make, foreign transfers or foreign currency transactions.

**37. Audit and Inspection.** For customers enrolled in Business Digital Banking, you hereby grant us the right (but we shall have no duty) to audit from time to time your practices, procedures, and controls to review your continued compliance with your obligations under this Agreement (collectively "Order Controls"). You agree to cooperate with our audit, and you are responsible for providing us access to the personnel, records, and facilities of any third-party contractor or vendor you may employ in using our funds transfer services, as reasonably necessary to complete our audit of your Order Controls. You also agree to provide us with copies of reports you may create or receive due to audits conducted by you or third parties concerning your Order Controls. If it is determined by us that additional procedures or controls need to be implemented by you, you agree to implement such procedures or controls within a reasonable timeframe to be agreed upon by the parties. In connection with our entry on your premises for the purpose of conducting an on-site audit or inspection, or in connection with providing support to you, we shall not be liable or responsible to you or any third party for any loss, bodily harm, property damage, claims of the introduction of a virus or other malicious code into your system, including any which allegedly delay, alter or corrupt your data, whether related to the transmission of check images or other data or whether caused by the equipment, software, Internet service providers, Internet browsers, or other parties providing communication services to or from us to you. You agree to reimburse and indemnify us for any penalties, fines, and/or charges that we may incur due to your failure to comply with this Agreement, the Rules, or applicable law.

**38. Assignment.** We may assign the rights and delegate the duties under this Agreement to a company affiliated with us or to any other party. You may not assign your rights or obligations under this Agreement, and any effort by you to do so is unenforceable at our election. This Agreement is binding upon your heirs, successors, and assigns.

**39. Legal Notices and Other Communications by Us to You; Updating Your Contact Information.** We may send you any required or voluntary written legal notice, or any other communication regarding Digital Banking, by: a) any method of delivery described in your E-Sign Consent obtained in connection with Digital Banking and/or above in Section 3; b) U.S. mail or commercial delivery service to your address as it appears in our records; c) message printed on the statement for any of your accounts; or d) any other commercially reasonable method and manner. Electronic messages to you shall be effective upon posting or sending. Email notices to you shall be effective upon being sent, even if blocked or returned by your system or your service provider. Notices to you by U.S. mail or commercial delivery shall be effective upon the earlier of actual delivery or three (3) Business Days after the notice is sent. Other notices to you shall be effective a commercially reasonable number of days after sending. If this Agreement or law does not require us to provide you with written notice, then we can notify you electronically or by telephone. If your commonly owned Eligible Accounts are linked to the Digital Banking profile of a Primary Company, then you agree and acknowledge that all notices and disclosures (including legally-required written disclosures) sent by Bank to a CSA and/or an Authorized User shall be conclusively deemed delivered to all owners of the Eligible Account(s).

**You are responsible for notifying us and updating us of any change in your email address, your U.S. mail address, your physical address, or phone number.** For customers enrolled in Business Digital Banking: a) the email address, mailing address and phone number at the business level needs to be kept up to date; b) your duty to update your contact information includes changes to any CSA's or Authorized User's email address or phone number; and c) notice to a CSA (e.g., your CSA's email address or by electronic message accessible via your CSA's Access Credentials) shall be effective notice to you.

**Notices by You to Us.** Formal legal notices by you to us regarding Digital Banking must be made by commercial delivery service or U.S. Mail delivered to Zions Bancorporation, National Association, Attn: Corporate Legal Department, One South Main Street, #1100, Salt Lake City, Utah 84133. Unless otherwise provided in this Agreement, any notice from you to us regarding Digital Banking should be: a) posted to Digital Banking's Secure Message link within Digital Banking; b) telephoned to the Customer Care Center; or c) delivered by commercial service or U.S. Mail delivered to Customer Care. You authorize us to act on your oral notices, but we may require you to promptly confirm any oral notice via Digital Banking's Secure Message link or delivery to the Customer Care Center address before such oral notice is binding.

**For Personal Accounts, refer to the Sections titled "Errors or Questions," and "Consumer Liability" in this Agreement for timing and notification requirements applicable to any errors involving electronic fund transfers, including unauthorized electronic fund transfers. For Business Accounts, you must IMMEDIATELY notify us of any unauthorized or unrecognized transaction appearing in your Eligible Accounts, or of any compromise or potential compromise of any Access Credentials, by calling Customer Care.**

**40. Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Website or the applicable Digital Banking service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate or suspend this Agreement, access to the Website and/or use of one or more Digital Banking services for any reason or no reason and at any time.

**41. Cutoff Hours.** A Communication or other instruction received by us after the cutoff time on a Business Day, or on a day that is not a Business Day, may be treated by us, in our discretion, as if it were received on the next Business Day. At our option, however, we may treat it as received the same day as the day of receipt. There can be a delay between the time you send a Communication or

other instruction to us and the time we receive it. For purposes of cutoff times, posting and funds availability, and methods of execution, transfers between accounts at different Divisions of Zions Bancorporation, N.A. may be processed as transfers between separate banks (e.g., by ACH rather than as internal book transfers). Our current cutoff hours are as follows:

Internal Transfers: Midnight Mountain Time  
Transfer to a Friend: Midnight Mountain Time  
Internal Payments: Midnight Mountain Time  
Internal Advances: Midnight Mountain Time  
Bill Payments: 4:00 p.m. Eastern Time  
Wire Transfer Payment Service requests: 4:00 p.m. Mountain Time  
Deposit Service: 7:00 p.m. Mountain Time  
ACH Service: 4:00 p.m. Mountain Time  
External Transfers: 4:00 p.m. Mountain Time  
Check Stop payments: One hour after the opening of the next Business Day after the Business Day on which we receive the item.

**42. Security Interest.** You grant us a security interest in your accounts to secure the repayment of any obligation that you incur under this Agreement. The security interest provided under this Agreement is in addition to any other security interest we may have in your accounts or other assets. This security interest will survive termination of this Agreement.

**43. Third Parties.**

*Our Use of Third Parties.* You acknowledge and agree that we may arrange to provide software, if required, and/or may arrange for the Services covered by the Agreement to be performed or provided by third parties, including our affiliates. You further agree that any such party is a third-party beneficiary of the Agreement and as such is entitled to rely on, and avail itself of, the provisions of the Agreement as if it were us, including, without limitation, the limitations on liability and the indemnities described in the Agreement. Our ability to provide certain Services may be dependent upon our ability to obtain or provide access to third-party networks. In the event any third-party network is unavailable, or we determine in our sole discretion, that we cannot continue providing any third-party network access, we may discontinue the related Service or may provide the Service through an alternate third-party network. In such situations, we will have no liability for the unavailability or delay of access.

*Your Use of Third Parties.* Notwithstanding the limitations described above pertaining to third parties, if you authorize a third party to access the Services on your behalf, you will be solely responsible and liable for all actions and inactions of said third party. You expressly assume the risks associated with providing Service access rights to your agents or third-party vendors, including but not limited to the risk of unauthorized or erroneous transactions. We will not be responsible, nor have any liability whatsoever for any services you receive from your agents or third-party vendors. We reserve the right to require you to agree to additional terms and conditions as a condition precedent to your use of any agent or third-party vendor in connection with your access to the Services.

*Your Use on Behalf of a Third Party.* You will only use the Services or any accounts to process for third parties or any other person if we provide advance written approval which may require you to enter additional terms and conditions. If any such approval is given, except as may otherwise be specified in writing by us in such approval, you represent and warrant that: (a) you are duly authorized by each third party to act on that party's behalf for all purposes necessary under this Agreement, and the third party is bound by and responsible for all acts or omissions taken by you; (b) you have obtained from the third-party agreement to terms and conditions substantially similar to those contained in this Agreement; (c) the security interest given in accounts is legal, valid and binding on the third party (to the extent of any property rights the third party may have in the accounts or funds in them); (d) the third party will cooperate with us in all ways reasonably requested by us, including the execution and delivery of such contracts and agreements between us and the third party as we may reasonably request; and (e) you and the third party are in compliance with all applicable Laws and Rules as may apply to your processing for the third party. You will from time to time provide us with evidence reasonably satisfactory to us of the accuracy of each of the foregoing if requested by us.

**44. Cumulative Remedies.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, ordinance or otherwise.

**45. Force Majeure.** Our obligations shall be suspended to the extent and for so long as such obligations are hindered or prevented from being performed on account of labor disputes, pandemics, war, riots, civil commotion, acts of God, fires, floods, failure of suppliers and/or subcontractors to perform, failure of power, restrictive governmental law and/or regulations, storms, accidents, or any other cause which is reasonably beyond our control.

**46. Severability.** Wherever possible, each provision of this Agreement shall be interpreted in a manner which makes the provision effective and valid under applicable law. If applicable law prohibits or invalidates any part or provision of this Agreement, that component or provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

- 47. Amendment of this Agreement.** We reserve the right to change (amend, add, or delete) fees for Digital Banking, any term of this Agreement, and the Digital Banking service itself. We will send you such notice of those changes as may be required by law or by our other agreements with you. You agree and acknowledge that by continuing to access and/or use one or more of the Digital Banking services after a change (or after the effective date of any prior notice), you are accepting the changes regardless of whether you are using the service or feature that is subject to the change. Changes to fees applicable to specific Eligible Accounts are governed by their separate Account Agreements. Features and functionality may be amended without prior notice unless required by law.
- 48. Set Off.** To the extent permitted by law, you give us the right to set off any of your money or property which may be in our possession against any amount owed to us under this Agreement. This right of set off does not extend to any Keogh, IRA account, or similar tax-deferred deposit.
- 49. Headings.** The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions.
- 50. No Waiver.** We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
- 51. Governing Law.** Except as expressly set forth in this Agreement (including Section 12; Access Credentials; Security Procedures; Responsibility to Utilize all Security Procedures; Agreement to Alternative Security Procedures), this Agreement will be governed by and interpreted in accordance with Federal law and regulations, and by the laws of the state specified in your Deposit Account Agreement as governing your Eligible Accounts (which is determined by which Division of Zions Bancorporation, N.A. holds your deposit accounts). In the event you do not have a deposit account relationship with us, then the state law that applies to this Agreement will be the state law that applies to your applicable loan or credit account with us.
- 52. Entire Agreement.** This Agreement governs over any conflicting terms in the Account Agreement and conditions that you may have previously accepted during enrollment for Personal Online Banking, Business Online Banking or Mobile Banking services. When you enroll in a new Channel, we may require that you re-accept this Agreement or an updated version hereof, applicable to all Channels in which you become enrolled. This Agreement incorporates the Related Documents for your services, including agreements for services that are available within Digital Banking; but may require separate enrollment and acceptance of terms, and constitutes the complete and entire agreement between you and us, relating to the subject matter of this Agreement.

## **PART B – Consumer Disclosures for Personal Accounts Only**

PART B sets forth terms and conditions that only apply to Personal Accounts. Specifically, you agree and acknowledge that PART A, C, and D of this Agreement apply to customers enrolled in Personal Digital Banking. You agree and acknowledge that this PART B only applies to an electronic fund transfer to or from a Personal Account if there is no exclusion under Regulation E (e.g., domestic wires are not governed by Regulation E; however, FedNow real time services are not considered domestic wire services). This includes an electronic fund transfer to or from one or more Personal Accounts using Access Credentials of a CSA and/or Authorized User of a Primary Company under an accommodation request by an owner or authorized principal of the Primary Company to link his or her or their Personal Accounts to the Business Digital Banking profile of Primary Company. You agree and acknowledge that such an accommodation request where Access Credentials of a current or future CSA and/or Authorized User can conduct electronic fund transfers to or from one or more linked Personal Accounts, if they are also Eligible Accounts, constitutes under Regulation E: (i) a request by you, the owner of one or more Personal Accounts linked under such an accommodation, for one or more solicited access devices; (ii) accepted access devices regardless of the fact that they may be issued to individuals that are not owners of and/or authorized signers of the linked Personal Accounts; and (iii) authorized Access Credentials for which you are responsible for and subject to applicable terms within this Agreement, including, but not limited to, timely reporting to the Bank that you suspect or know that they have been compromised, lost or stolen.

Also, you agree and acknowledge that Business Days, types of transfers, dollar limits, frequency limits and additional fees may be provided elsewhere in this Agreement and/or within Digital Banking itself. Further, you agree and acknowledge that if this PART B is not applicable, then both your and our rights and responsibilities will be governed by the other provisions set forth elsewhere in this Agreement. Finally, if you are a Business Customer, then you agree and acknowledge that this PART B does not apply to your Deposit Accounts and/or your use of the Digital Banking service.

- 53. Errors or Questions.** In Case of Errors or Questions About Your Electronic Transfers: call or write Customer Care at the telephone number or address listed above in Section 5 of PART A as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transfer listed on a statement or receipt. We must hear from you no later than 60 days after we sent or made available the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any);
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days (5 Business Days for Visa® debit card point-of-sale transactions processed by Visa, or 20 Business Days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 Business Days (5 Business Days for Visa® debit card point-of-sale transactions processed by Visa, or 20 Business Days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not provisionally credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each owner already had an established account with us before the affected account was opened.

We will tell you about the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. Timeframes described herein may be different if your error or question does not claim unauthorized activity. You may ask for copies of the documents that we used in our investigation.

- 54. Consumer Liability.** Tell us AT ONCE if you believe any of your Access Credentials have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 Business Days after you learn of the loss or theft of your Access Credentials, you can lose no more than \$50 if someone used your Access Credentials without your permission. If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your Access Credentials, and we can prove we could have stopped someone from using your Access Credentials without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by Access Credentials, ATM/debit card, code, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed (or made available pursuant to your consent to electronic statements) to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

- 55. Financial Institution's Liability.** If we do not complete an electronic fund transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages proximately caused by us as prescribed by the federal Electronic Fund Transfer Act and its implementing Regulation E. However, there are some exceptions to our liability. We will not be liable, for instance:

- if, through no fault of ours, you do not have enough money in your account to make the transfer, or if the transfer would create an overdraft which would not be covered by or would exceed the credit limit on any overdraft protection account you have with us (or would exceed funds available in any deposit account that has been linked for overdraft protection);
- if the funds you are attempting to transfer are subject to legal process or other encumbrance restricting such transfer;
- if the electronic funds transfer system was not working properly, and you knew about the breakdown when you started the transfer;
- if circumstances beyond our control prevent the transfer despite reasonable precautions that we have taken; or
- if any other exception stated in this Agreement or other governing Related Documents or by law applies.

- 56. Confidentiality.** We will disclose information to third parties about your account or the transfers you make:

- (1) Where it is necessary for completing transfers, or
- (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (3) In order to comply with government agency or court orders, or
- (4) If you give us your written permission.

- 57. Preauthorized Payments.** *Right to stop payment and procedure for doing so.* If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us or write to us at the number or address for your Division as set forth in Section 5 of PART A above, in time for us to receive your request 3 Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your

request in writing and get it to us within 14 days after you call. We will charge you a fee for each stop payment order you give. Refer to Section 33 in PART A for details.

*Notice of varying amounts.* If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

*Liability For Failure To Stop Payment Of Preauthorized Transfer.* If you order us to stop one of these payments 3 Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages proximately caused by us as prescribed by the federal Electronic Fund Transfer Act and its implementing Regulation E.

#### **58. Documentation.**

*Preauthorized Credits.* If you have arranged to have direct deposit made to your account at least once every 60 days from the same person or company, then you can call your Division as set forth in Section 5 of PART A to find out whether the deposit has been made.

*Periodic Statements.* You will get a monthly account statement (unless there are no transfers in a particular month. In any case you will get the statement at least quarterly).

### **PART C – Digital Banking Services Offered to Both Personal Digital Banking and Business Digital Banking Customers**

PART C sets forth terms and conditions for Digital Banking services that are available to customers that are enrolled in either or both Personal Digital Banking and Business Digital Banking. Also, you agree and acknowledge that the Digital Banking services in PART D are only available for customers enrolled in Personal Digital Banking and the Digital Banking services in PART E are only available for customers enrolled in Business Digital Banking.

- 59. View.** Digital Banking allows you to, subject to system limitations, view account balances, transactions, eStatements, bill payment history, images of paid checks, and checks deposited using mobile check deposit (viewable in the mobile app). Also, for eligible loan accounts, Digital Banking allows you to view account balances, payments information and history, and loan statements. Balance and transaction information provided to you as part of the Digital Banking service is not the official record of your Eligible Accounts, or its activity. Your account statement, furnished to you by us in electronic or paper format, whichever is applicable, is the official record. Balance and transaction information is subject to adjustment and correction and therefore should not be relied upon by you for taking, or not taking, any action. Balance and transaction information may not reflect all transactions against an Eligible Account on the day the transaction occurs. Certain balances may not be subject to immediate withdrawal, may include deposits still subject to verification or other items in the process of being posted to the account, and may not include outstanding checks, debits, or credits.
- 60. Alerts.** The account Alerts feature is a convenience tool that permits you to request automated notification in specific situations by text message, email, push notification or inbox notification within Digital Banking. By setting up the Alerts feature, you authorize us to send the communications by email, text or push notification, to any address or mobile number we have on file for you, including by voice message to your phone (when available). Alerts do not replace standard communications you receive from us concerning your accounts. If you elect to receive Alerts by text or push messaging from us, you acknowledge that such messages will be automatically sent to your Mobile Device. You assume all responsibility for the secure receipt of the text messages and acknowledge that these Alerts are not sent through a secure channel and may be intercepted or read by others. Receipt of Alerts may be delayed or prevented by factor(s) affecting your access, including your Internet service provider(s), phone operator(s), and other relevant entities. We do not guarantee the delivery or the accuracy of the contents of any Alert. We will not be liable for losses or damages arising from: (i) non-delivery, delayed delivery, or wrong delivery of any Alert; (ii) inaccurate content in an Alert; or (iii) your use or reliance on the contents of any Alert for any purposes. We reserve the right to terminate any request from you for any Alert, at any time. Your wireless carrier's normal fees and charges, such as charges for text messages, will apply. You may have the option to customize the time of day you receive Alerts (except for mandatory Alerts, such as security Alerts). The information in any Alert may be subject to certain time lags and/or delays. Apart from certain fraud alerts, you may stop or suspend Alerts at any time. For Business Digital Banking Customers, you agree that any CSA may be sent Alerts that: a) we deem appropriate in our process of giving notice to our business customer(s), such as updates to one or more Digital Banking services or features, confirmation of recent activity, changes in user profiles, etc.; and b) are a courtesy copy of an Alert generated on behalf of another user within the business profile. The foregoing types of Alerts may cause a CSA to receive additional Alerts and therefore the CSA may incur additional data or message fees imposed by the CSA's service provider. Each CSA can elect to manage the delivery methods of these Alerts.

**Please Note:** When it comes to Bank issued credit or debit cards, the types of available service alerts that you wish to receive are designated by you when you register the card. However, you may make changes to those designations by going to the "Card Alerts" link under the "Services" tab or by going to the "Manage Account" link under the "Accounts" tab (after selecting the deposit account

linked to the debit card or, if a credit card, the credit card account) within Digital Banking. Also, you agree and acknowledge that any contact information, such as, but not limited to, mobile number and email address, provided by you and set forth under the “My Profile” tab in Digital Banking, may be shared with our vendor for card products (debit and credit cards) for the sole purpose of prepopulating the contact information in connection with service alerts for cards.

However, since service alerts associated with card products, unlike the “Alerts” described in this Section 61 for deposit products, are created and distributed outside of Digital Banking, any changes you make to your contact information, which is under the “My Profile” tab in Digital Banking, after you have initially designated service alerts for a card will not be updated in the system that creates and distributes such alerts. The Bank will not be responsible and/or liable in any manner whatsoever in the event there is a failure, delay, or unintended receipt by a third party of one or more service alerts associated with your card. You agree and acknowledge that in the event you update your contact information within Digital Banking or your contact information is out of date, you will call Customer Care, as set forth above in Section 5 of PART A, or call the number on the back of your card in order to update your contact information so that you help mitigate any delays, failures or misdirected service alerts associated with your card.

**61. eDocuments Service. Unless specifically stated otherwise, acceptance of this Agreement will not automatically enroll you in the paper suppression part of the eDocuments Service. Electronic only delivery (meaning no paper statements) requires separate enrollment.**

**Please note: If you open a deposit account through our self-enrollment process, then you are automatically enrolled in eStatements and eNotices (meaning your paper statements and notices will be suppressed and you will only get electronic delivery). The platform you are using will clearly indicate whether you are automatically enrolled in eStatements and eNotices.**

Electronic copies of your account statements, notices, and tax documents, or a combination thereof, are available in the eDocuments section of Digital Banking for Eligible Accounts. If you are not already enrolled, you can request to “Go Paperless” by selecting your accounts for electronic delivery only. If you do not specifically request to “Go Paperless” then we will continue to provide you with paper delivery and Digital Banking may still provide electronic copies as a courtesy. When an account is selected for electronic delivery only, you will be presented with the eStatement, eNotices AND/OR eTax Documents Service terms and conditions (“eDocuments Service Agreement”) and/or a hyperlink to this DBSA along with a reference to these terms and conditions in this Section 62 of the DBSA. You agree and acknowledge that when you enroll and/or are automatically enrolled (the platform will inform you before enrollment and you can call Customer Care to unenroll) in the paper suppression part of the eDocuments Service that your acceptance of the eDocuments Service Agreement, which incorporates by reference this Agreement, and/or reacceptance of the DBSA (in connection with enrollment in the paper suppression part of the eDocuments Service), both of which constitutes agreement to the terms and conditions in this Section 62, will discontinue the postal mail delivery of your documents. Not all account types may enroll in the paper suppression part of the eDocuments Service and additional consent to electronic delivery may be required.

Please Note: If you select the eTax Documents service, you automatically enroll all your accounts that are eligible for eTax Documents. You cannot enroll fewer than all eligible accounts with the same social security number or tax identification number into the eTax Documents service. Eligible accounts for the eTax Documents service may include accounts that do not appear in your Digital Banking profile. You agree and acknowledge, that we may from time to time, in our discretion, add or delete which types of accounts are eligible for the eTax Documents service. For the eTax Documents service only, the word “account” may also include other events or relationships that are associated with your social security number or tax identification number.

*Notifications of eDocument Communications.* We will email a Notification to your registered email address when a new eDocument Communication is available for review in Digital Banking. You agree and acknowledge that notification by email to you constitutes Notification to all co-owners on the eDocuments Account. Please note that for eTax documents, we will send Notification to the primary account holder when eTax Documents become available in Digital Banking. The primary account holder is the account owner under whose social security number or employer identification number we report to the IRS.

*Reviewing eDocument Communications in Digital Banking.* To view a new eNotice Communication, sign in to Digital Banking. You can access all eNotice Communications via the homepage of your eDocuments Service. Also, you can view prior eNotice Communications via the homepage of your eDocuments Service. The number of months that prior eNotice Communications remain available online is stated and updated in the eNotices Service’s section in Digital Banking.

Please note that in Business Digital Banking profiles, eTax Documents can be seen only by those users who hold full entitlement to both view and transact in all the accounts under that profile. Users with limited entitlements cannot view eTax Documents. To access your eTax Documents, sign in to your Digital Banking account and access and select the service. Select the tax statement link for the applicable account and tax year. Click to download. Once you have downloaded the eTax Document, you are encouraged to save or print a copy of each document for your records.

*Email for Notification.* When a new eDocument Communication is available for your eDocuments Account, we send a Notification to the email address that you have provided to us for that specific purpose. (The email address you provide for Notifications will not replace other email addresses you may have provided for Bill Pay, alerts or other Digital Banking communications.)

*Updating Your Email Address.* You are responsible for keeping us advised of your current email address for Notifications of eDocument Communications. To update your email address for Notifications regarding eDocument Communications, sign in to Digital Banking and go to the eDocuments Service.

*When Notifications are Deemed Delivered.* Notifications are deemed given, received and effective upon being transmitted by us. We have no obligation to monitor whether your email address remains effective, or whether you are receiving or reviewing your Notifications. We have no obligation to send your paper versions of information from Notifications or eDocument Communications, or to take any other response, if we learn that you are not receiving or reviewing Notifications (e.g., if your Notifications are returned to us undelivered) or not reviewing eDocument Communications. If you are not receiving Notifications, or are unable to review eDocument Communications, or are unsatisfied with any portion of a Service, you are solely responsible for either updating your email address for Notifications in the manner described above or cancelling your eDocuments Service in the manner described below. Please be sure that any software filtering your incoming email is set to accept Notifications from our "Domain" (see Definitions below in PART G).

*Obtaining Paper Copies.* To obtain a paper copy of any specific eDocument Communication, contact the Bank by calling the phone number specified above in Section 5 of PART A entitled, "Customer Care Center." Paper copies of past eStatements are subject to the standard duplicate statement fee. There is presently no fee for obtaining paper copies of other kinds of eDocument Communications. (All fees are subject to change; our disclosure of fees as updated appears in the Agreement Centers of Digital Banking).

*Canceling your eStatements service and/or eNotices service.* You may resume receiving statements, notices, and other information by simply by canceling your applicable eStatements or eNotices Service. To cancel an eDocuments Service, contact your Division by calling the phone number specified above in Section 5 of PART A entitled, "Customer Care Center," or by using the Digital Banking Secure Message link within Digital Banking. There is no fee for receiving eStatements or eNotices, but some account types charge a monthly service fee for paper statements. (See the account disclosure for your account.)

*Canceling your eTax Documents service.* Notice withdrawing your consent to receiving eTax Documents must be received by us in writing, either through U.S. mail or by email at the address below. Your written withdrawal of consent will apply to all of your eligible Accounts in which you are primary account owner for all eTax Documents not yet produced, including future tax years.

Mail us at: Tax Operations, PO Box 25427 Salt Lake City, UT 84125-0427.

Email us at: [IRSTaxReporting@zionsbancorp.com](mailto:IRSTaxReporting@zionsbancorp.com).

For questions, please contact Customer Care by calling the phone number specified in Section 5 of PART A above.

Your written withdrawal of consent must state at least one of your eligible account numbers. We will respond with written confirmation, by email or U.S. mail within 10 Business Days after receipt. Your withdrawal of consent will be effective for all eTax Documents we produce after receiving that withdrawal. We will also accept withdrawal requests by telephone, but we reserve the right to require that you confirm your oral withdrawal in writing within ten days before your withdrawal will become effective.

*Persons Able to Access eDocument Communications.* On behalf of yourself and all other owners of the enrolled eDocuments Account, you agree and acknowledge that anyone with Access Credentials (e.g., Username and Password) to sign in to your eDocuments Account can read and copy the eDocuments Account's eDocument Communications.

*Additional Terms for eTax Documents.* For accounts and tax forms that are outside the scope of the eTax Documents service, you will continue to receive your tax forms by mail without further action by you. Your enrollment applies to all eTax Documents that are produced after your consent, including future tax years, until consent is withdrawn by the primary owner of the eligible accounts, or we terminate your enrollment in the eTax Documents service, or we terminate the eTax Documents service itself. We will provide you with reasonable notice before terminating your enrollment or the eTax Documents service.

eTax Documents will be made available through Digital Banking on or before the IRS required deadline. Please see IRS.gov for applicable tax form deadlines. Only IRS forms are covered under this Agreement. Any state tax forms we are required to furnish to you are not available for electronic delivery. Paper versions of these forms will be mailed to you through U.S. mail.

Tax forms for which Internal Revenue Service reporting thresholds are not met will not be created and will not be available through Digital Banking. (For example, checking account customers with aggregated interest amounts lower than \$10.00 will not receive a tax statement. Please see IRS.gov for the various form reporting thresholds.

Each eTax Document will remain available through Digital Banking for at least two (2) tax years. After that, you may request a paper copy of your tax forms by calling the phone number specified above in Section 5 of PART A entitled, "Customer Care Center."

We reserve the right to determine and change which tax documents will be provided as eTax Documents rather than by paper, and the right to provide any information by paper in addition to (or instead of) eTax Document despite enrollment in the eTax Documents service. We also reserve the right to determine and change which account types are eligible for the eTax Documents service.

*Miscellaneous.* We reserve the right to determine which account information will be provided by eDocument Communication rather

than by paper, and the right to provide any information by paper in addition to (or instead of) eDocument Communication despite enrollment in any eDocuments Service. We may change those determinations, or suspend or terminate any eDocuments Service or enrollment, at any time for any or no reason, with or without prior notice. (In addition, if an eDocuments Account becomes delinquent, charged-off, blocked or frozen, it may no longer be accessible via Digital Banking, then eDocument Communications may no longer be available for that eDocuments Account. If that eDocuments Account is reinstated, you may need to reenroll it before its eDocument Communications will resume.)

These terms and conditions for eDocuments Service supplement, but do not replace, your Account Agreements and other agreements that you may have accepted that apply to your account. For example, see your Account Agreements for information about your obligation to promptly review statements and report errors or unauthorized activity in your accounts; your rights and our duties when you report errors or unauthorized activity; limitations on our liabilities and your remedies applicable to products and services (including an eDocuments Service) that we provide in connection with Digital Banking.

- 62. Courtesy Electronic Copies of Statements.** If you have a credit card or mortgage with us, we may provide courtesy electronic copies of your monthly credit card and/or mortgage statements as part of our Digital Banking services. However, we have no obligation to do so and, if we do so, we can stop at any time without any advance notice to you. When available, you may view your courtesy electronic copies of your credit card and/or mortgage statements by clicking the “Services” tab and then the “eDocuments” tab in Digital Banking. You agree and acknowledge that we may provide courtesy electronic copies of your statements regardless of whether you suppressed paper statements for your credit card and/or mortgage account.

Also, you agree and acknowledge that courtesy electronic copies of your statements are not part of the eDocuments Service, as set forth above in Section 62 of PART A, and therefore you cannot use the eDocuments Service to “Go Paperless.” Rather, if you want to suppress your paper statements for your credit card and/or mortgage account, you must enroll for paperless statements through the separate applicable platform (which is e-Customer Service for credit cards, and Zions Bancorporation, N.A.’s loan servicing website for mortgages). If you did not suppress paper statements within the separate e-Customer Service and/or Zions Bancorporation, N.A.’s loan servicing website then you will continue to get paper credit card and/or mortgage statements.

Further, you agree and acknowledge that you are in receipt of each credit card and/or mortgage statement the moment it is placed in e-Customer Service, Zions Bancorporation, N.A.’s loan servicing website, or Digital Banking, whichever is earlier, or, if you have not suppressed paper credit card and/or mortgage statements, the moment we place each statement in the mail.

- 63. Digital Banking Secure Messages.** The Secure Messages feature provides a method for you to communicate with the Bank in an encrypted manner in connection with questions regarding Digital Banking services. This feature may allow you to attach documents and send us screenshots, subject to applicable restrictions. You agree and acknowledge that the Digital Banking Secure Messages feature cannot be used to give the Bank instructions to move funds or to start a funds transfer claim for unauthorized use. Digital Banking Secure Messages will only be saved within the Digital Banking service for 90 days.

- 64. Web Connect.** Using the Web Connect feature, you may download account information from your Eligible Accounts using compatible personal banking software (“Program(s)”). You are responsible for obtaining, maintaining, and using compatible versions of the Programs. We will not control or oversee any administrator, user or similar function that may be made available through the Programs. We do not operate or control any Programs or any of the information, products or services accessed or uploaded through the same. You acknowledge and agree that: (i) you access the Programs at your own risk; (ii) we make no representation or warranty, and assume no responsibility for, the Programs provided or operated by third parties, actions, or omissions of third parties, operators, or providers; and (iii) we do not own or operate the Programs and will not be responsible for the privacy or security practices of the Programs. You agree to hold us harmless in connection with all the foregoing. We may charge fees as described in the fee schedule governing your affected Eligible Accounts. Please note that other fees may be assessed by your internet service provider or personal banking software provider.

- 65. Stop Payment of Checks.** You may stop payment on a single check through Digital Banking. If you would like to stop payment on a series of checks, you may do so by contacting your Division’s Customer Care or a branch. You are responsible for reviewing all information available to you to determine whether the check has already been paid, including your account statements. Information available online may not include sufficient current and historical information to verify whether the check has been paid. Your receipt of a check stop payment confirmation via the Digital Banking service, or acceptance of your request via the service, does not conclusively represent whether the check has already been paid. We may accept a check stop payment request from you with respect to a check that has already been paid, and we will have no obligation to determine or notify you that such check was previously paid. You must make any stop payment order in the manner required by the Digital Banking service. In any event, we must receive your stop payment request in time to give us a reasonable opportunity to act on it before the check is presented for payment. To be effective, your stop payment order must include all detail required by the Digital Banking service, including the precise check number, date and EXACT amount of the check, and the payee (or such lesser combination as we may specify at the time). If any information is incomplete or inaccurate, we will not be responsible for failing to stop payment on the

check. You may use the check stop payment feature to stop payment on checks that have been written against your enrolled Eligible Accounts, regardless of which authorized signer executed the check. You may not use the check stop payment feature to stop payment on any ACH (including a check converted to an ACH (e.g., using Standard Entry Class Codes of RCK, POP, ARC and BOC) when you did not give us: (i) a precise check number (e.g., you gave us a range of check numbers or a different check number); and (ii) an EXACT dollar amount (e.g., you gave us a range of amounts or a different dollar amount))/electronic funds transfer/point-of-sale transaction; any cashier's check, certified check or other official institution check you have purchased from us or any check which we have guaranteed. You assign to us your rights against the payee or any other holder of any check on which you have requested a check stop payment, and you agree to cooperate with us in any legal action we may take against such persons. You should be aware that a holder of a check may be entitled to enforce payment against you notwithstanding an electronic stop payment order. Stop payment fees for your applicable account will apply whether we receive the request in time to place the stop. Your obligations under this Section 66 will survive termination of this Agreement.

- 66. Real Time Payments.** We do not offer a separate service called real time payments. Rather, if the option to move funds faster (also referred to as a real time payment option) is available within a specific Digital Banking service, such as External Transfers (which is currently available only for Personal Digital Banking customers), then the specific Service will let you know we offer you the option to move funds in real time subject to applicable restrictions. Any real time payment option we make available is only for real time payments made in U.S. dollars and between deposit accounts located in the United States provided that the account holding financial institution is participating in the applicable real time network.

*Eligibility.* You agree and acknowledge that we, in our sole discretion, can decide which types of customers and/or which types of Digital Banking services, are eligible for sending funds via the real time payment option. Also, you agree and acknowledge that the real time payment option, when available for the particular Digital Banking service, is only for Eligible Transaction Accounts.

*Sending Payment.* If the real time payment option is available for the applicable specific Service you wish to use for payment, then you may be able to send funds to a payee as a result of your own desire to do so or upon your receipt for a request for a real time payment (you can also decide not to respond to the request for real time payment). If you elect to use the real time payment option, then that means the payment moves nearly instantly. Future dated and recurring real time payments may not be available at this time.

You agree and acknowledge that once you give us an instruction to make a payment in real time, you authorize us to debit your Eligible Transaction Account for the amount you requested and transfer that amount to the payee you stated in the request. Also, you agree and understand that your Eligible Transaction Account will be debited immediately for a current real time payment (and, if and when available, for future dated real time payment on the date of the future scheduled real time payment). If you do not have a sufficient available balance in your Eligible Transaction Account at the time required, then you agree and acknowledge that we may not complete your request for a real time payment or, in our sole discretion, we may overdraw your Eligible Transaction Account in order to complete your request to make the real time payment. If we overdraw your Eligible Transaction Order, you agree and acknowledge that you are responsible for, and we may charge our overdraft fees as set forth in the applicable fee schedule. Further, you agree and acknowledge that when we execute your request to send funds via the real time payment option that the transfer of funds will be made in real time to the payee's financial institution. However, we cannot control: (a) when the payee's financial institution will credit and/or make the funds available to the payee; and (b) when the payee will deem that your obligation to the payee has been satisfied.

*Cancel or Amendment.* You agree and acknowledge that your instruction through Digital Banking for an immediate and/or same day real time payment cannot be cancelled or amended or stopped. However, it is possible to cancel a future dated real time transfer (if, and when, it is available), if you sign on to Digital Banking on the Business Day prior to the scheduled date of the real time transfer and go to the applicable Digital Banking service, such as External Transfer, and cancel the real time transfer request.

*Cutoff hours.* There are no cutoff times for real time payments. Funds transferred using the real time payment option are processed in real time and are generally delivered to the receiving account of the payee within minutes of the selected transfer date, 24 hours a day, 7 days a week, including weekends and holidays.

*Fees.* The fees, if any, for sending a real time payment will be set forth within this Agreement, the fee schedule and/or within Digital Banking itself.

*Dollar amounts.* For customers enrolled in Personal Digital Banking, please refer to Section 6 above, entitled, "Dollar Limits" to find any applicable dollar limits for real time payments for the specific Digital Banking service, if there is no indication of a separate, although aggregate limit, for real time payments for the specific Digital Banking service, then the current dollar limits displayed apply to real time payments for that specific Digital Banking service. For customers enrolled in Business Digital Banking, your dollar limits are provided separately and/or within Digital Banking itself.

*Liability.* Once a payment is sent using the real time payment option, it cannot be reversed. You are responsible for all real time

payments that you authorize, even if you entered the wrong amount and/or provided any incorrect information by accidental keystroke or misunderstanding. You agree and acknowledge that you will be very careful with sending funds using the real time payment option. This includes, but is not limited to, double checking the information you provided for accuracy in spelling, dollar amounts, account number and/or routing numbers. Also, you agree and acknowledge that we make no representation or warranties that the information contained in a request for real time payment is accurate and complete. Therefore, make sure you know and trust the payee that is sending you a request for a real time payment.

For information regarding your liability for unauthorized transfers, which includes transfers made using the real time payment option, please refer to other Sections of this Agreement. For Personal Accounts, refer to Sections entitled, "Errors and Questions," and "Consumer Liability" in this Agreement for timing and notification requirements applicable to any errors involving electronic fund transfers, including transfers made using the real time payment option.

- 67. Internal Transfers.** You can transfer funds among your Deposit Accounts on a one time or recurring basis. You agree and acknowledge that we have the right to establish, without prior notice unless required by law, limitations on the amount or number of Internal Transfers. Unless otherwise required by law, we may also without prior notice increase, decrease, or remove such limitations at any time, and we are not obligated to enforce our limitation of any Internal Transfer.
- 68. Internal Transfer (to a Friend).** In addition to making internal transfers among your Deposit Accounts, you may transfer funds from one or more of your Deposit Accounts to another person's eligible account held with us, provided your sending account and the receiving account are both maintained at the same Division ("**Transfer to a Friend**"). However, you may make Transfers to a Friend only if you know the other person's account number. We are not obligated to detect or correct errors in your transfer account setup or transfer instructions. Be certain that you enter in the correct destination account information as Transfers to a Friend will not be recoverable after processing if you make any input errors.

**Loan Payments.** You can transfer funds from one or more of your Deposit Accounts to your Loan Accounts ("**Internal Payments**"). These Internal Payments will be credited to the designated Loan Account as regular payments. Please refer to your Loan Account's agreement(s) for information on how regular payments are applied. For some Loan Accounts you may be permitted to make principal-only payments. Which Loan Accounts will accept principal-only Internal Payments is subject to change from time to time without prior notice but will be reflected in the features available each time you sign in to Digital Banking. Principal-only payments will not satisfy scheduled payment due requirements. We are not responsible for any damages, costs, or fees you may suffer if you do not allow sufficient time between the Internal Payment processing and the due date. Prior to making a payment to pay off a Loan Account, please contact your Division's Customer Care to obtain the payoff amount. We cannot guarantee that estimated payoffs will satisfy the loan terms of the Loan Account.

- 69. Loan Advance.** You may also be able to transfer funds from your eligible loan or credit cards to one or more of your Deposit Accounts ("**Internal Advance**"). You agree that the relevant loan or credit card agreement, note or other document is modified to the extent necessary to allow your Internal Advances. We may process transactions from Loan Accounts without regard to access limitations in any loan documentation or agreements.
- 70. Availability of Funds, Internal Payments, and Internal Advances.** Internal Transfers, Internal Payments and Internal Advances ordered before the daily cutoff time on a Business Day will be processed on that same Business Day, and available balances in your Deposit Account(s) will be adjusted immediately and available for subsequent: a) ATM transactions; b) PIN-based Debit Card transactions; c) withdrawals at the branch teller; and (d) payment of checks or other debits as applicable to your Deposit Account(s). Please refer to your Account Agreement(s) for information on how regular payments will be credited to a designated Loan Account.
- Internal Transfers, Internal Payments and Internal Advances ordered after the daily cutoff time, or not on a Business Day, are ordinarily posted to your Eligible Accounts on the next Business Day. However, available balances in your Deposit Account(s) are adjusted immediately and available for subsequent: a) ATM transactions; and b) PIN-based Debit Card transactions.
- Any Internal Transfer to a Deposit Account may require up to one full Business Day before the funds are available for subsequent non-PIN based Debit Card transactions. Internal Payments made to an enrolled credit card may take up to two Business Days to post, but the credit will be effective as of the date the transfer was initiated.
- 71. Canceling an Internal Transfer, Internal Payment, or Internal Advance.** You may schedule one-time and recurring Internal Transfers, Internal Payments, or Internal Advances. You may cancel any one-time or recurring Internal Transfer, Internal Payment, or Internal Advance if you do so at least one Business Day prior to the scheduled transaction processing date. Scheduled one-time and recurring Internal Transfers, Internal Payments or Internal Advances can only be canceled by placing a request through Digital Banking, or by calling your Division's Customer Care. You may NOT cancel any immediate Internal Transfer, Internal Payment, or Internal Advance requests. (An "immediate" transaction is one that you schedule to begin processing immediately at the time of your instruction, rather than on a future date.)

**72. Insufficient Available Funds.** If your Eligible Account has insufficient available funds to complete all the day's transactions that will process for a given Business Day, then certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority. If an Internal Transfer or Internal Payment would result in an overdraft of your Eligible Account, we may in our sole discretion honor the transaction and create the overdraft or cancel the transaction. In addition, you will be charged any applicable overdraft fees (as disclosed for your Eligible Account).

**73. Mobile Remote Deposit Capture - the Deposit Service.** The mobile remote deposit capture feature of Mobile Banking (the "Deposit Service") allows you to make deposits to your eligible checking, savings, or money market accounts with us by using your camera-enabled Mobile Device. That device must be capable of capturing check images and information, and electronically delivering the images and associated information through the Mobile Banking Software to us or our designated processor. The Mobile Device must capture an image of the front and back of each check to be deposited, including the magnetic ink character recognition line on each check, and such other information as required by this Agreement or applicable law. Such other information includes, but is not limited to, certain technical information such as your IP Address, Mobile Device identifier, and may also include your longitude and latitude at the time the image is transferred to us. The smartphone version of the Mobile Banking app is available from the Apple® App Store or Google Play® in the United States. Mobile Banking Software and the features therein differ for Personal Digital Banking customers and Business Digital Banking customers.

*Eligible Items.* You agree only to capture images of "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image is converted to a digitized image of the check ("Image Replacement Document" or "IRD") for subsequent presentment and collection, it shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

**You agree to not capture images of any of the following types of checks or other items which shall be considered ineligible items:**

- a) Checks payable to anyone other than the owner of the account into which it is being deposited;
- b) Checks containing any unauthorized alteration;
- c) Checks payable jointly, unless deposited into an account with the names of all payees;
- d) Checks previously converted to a Substitute Check;
- e) Checks drawn on a foreign bank and/or that are not payable in United States currency;
- f) Checks that are payable on sight or payable through drafts, as defined in Reg. CC, or are remotely created checks, as defined in Reg. CC;
- g) Checks that are undated, post-dated, or are dated more than 6 months prior to the date of deposit;
- h) Non-negotiable checks;
- i) Checks with any endorsement on the back other than that specified in this Agreement;
- j) Checks that have previously been deposited by any remote capture or physical delivery;
- k) Checks or items that are drawn or otherwise issued by the U.S. Treasury Department;
- l) Checks that have previously been returned unpaid for any reason;
- m) Travelers Checks;
- n) Checks payable to "Cash";
- o) Checks transmitted from outside the United States;
- p) Registered government warrants;
- q) Money Orders;
- r) Any check that exceeds your transaction limitations as established by us from time to time;
- s) Checks that are prohibited by our current procedures relating to the mobile remote deposit capture feature, or which are otherwise not acceptable under your Deposit Account Agreement, or as we may otherwise determine in our sole discretion; or
- t) Government checks of any type, state or federal. However, federally issued stimulus checks (only those checks intended to stimulate the U.S. economy) are eligible for the Deposit Service.

We may in our sole discretion, and without liability to you, refuse any check for any or no reason, or elect to take the check on a collection basis only. We reserve the right to charge back to your account at any time, and without regard to any chargeback deadlines, any item that we subsequently determine was an ineligible item. We are not liable for any loss, costs, or fees you may incur due to our chargeback of an ineligible item.

*Endorsements and Procedures.* You agree to restrictively endorse any item transmitted through the Deposit Service as follows: sign the back of your check with your name and the words "**FOR MOBILE DEPOSIT TO [NAME OF YOUR BANK DIVISION]**" or as otherwise instructed by us. (See "Domain" definition in PART G for a list of "Division" names). You agree to follow all other procedures and instructions for use of the Deposit Service as we may establish from time to time.

*Image Quality.* The image of a check or item transmitted to us using the Deposit Service must be legible and must comply with the requirements established from time to time by us, applicable law, or clearing house or association rule. We shall not be liable to you for failure to process or improperly processing any item for which you have not provided an accurate and legible image, and we reserve the right to reject any deposit.

*Receipt, Security and Errors in Transmission.* Use of the Deposit Service involves the electronic transmission of information across the networks of your wireless service provider and others that we do not operate or control. You accept the risk, and we bear no responsibility or liability, for the quality, privacy, security or act or actual delivery of wireless data transmissions, or the disclosure of information through such errors. An image of an item shall be deemed received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account.

*Keeping and Destroying Checks After Imaging.* Upon your receipt of a confirmation from us that we received an image you transmitted, you agree to retain the check for no more than 30 calendar days from the date of the image transmission. After 30 days, you must destroy the check, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time you retain the check, you must: a) promptly provide it to us upon request; 2) keep it secure against loss, theft, misplacement or accidental redeposit or transfer, and 3) not intentionally or accidentally redeposit or transfer the item. You agree to indemnify us, hold us harmless, and defend us against any damages, claims or losses suffered or alleged by any person arising from the check being deposited, negotiated, purchased, or transferred after your remote deposit. Intentional, knowing, or reckless use of the check after remote deposit may constitute fraud and/or criminal offense.

*Availability of Funds.* Funds deposited using the Deposit Service will generally be made available the next Business Day after the day of deposit. We may delay the availability of your funds at our discretion if we deem it appropriate in accordance with our policies and procedures. If funds availability is delayed, you may be notified via mail or another agreed method with details on the hold amount and release date. For holds, up to \$225 per deposit will be available the next Business Day (this amount will increase to \$275 on July 1, 2025), with the remainder held for no more than nine Business Days. Notwithstanding any provisional credit that may be applied to an account in connection with your transmitted IRDs, IRDs processed for deposit through the Deposit Service will be deemed to have been received by us for deposit at the time the IRDs are received and accepted at the location where we or our designated agent posts the credit to the account. A deposit of IRDs will be deemed to have been received and accepted by us for deposit when all of the following have occurred: (i) we have preliminarily verified that the image quality of the IRD is acceptable to us in our discretion, all item information is complete, and the deposit totals are balanced to the item information provided for the deposit; and (ii) we have successfully performed all further validation routines with respect to the deposit. Notwithstanding the foregoing, IRDs received by us for deposit may be rejected by us in our sole discretion. If an IRD is not accepted for deposit, you may then submit the original check to us for processing or contact the maker to reissue the check. If you submit the original check for processing, we reserve the right to refuse to process the check for deposit and presentment to the Payor Financial Institution and may instead require you to have the maker reissue the check.

*Deposit Limits.* We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit exceeding these limits, we can reject your deposit. If we permit you to make a deposit that exceeds these limits, such deposit will still be subject to this Agreement, and we will not be obligated to allow such a deposit at other times. We will inform you of our current generally applicable standard deposit limits in a notice appearing within the Mobile Software. Higher limits may be made available in our sole discretion for certain qualified accounts, but those higher limits: a) will not appear in the Mobile Software; and b) may be revoked at any time by us for any or no reason without notice (in which case the standard deposit limits disclosed in the mobile software shall apply).

*Processing.* For all IRDs processed pursuant to this Agreement, either: (i) digitized images will be converted to Substitute Checks and presented for payment to any Federal Reserve Bank, financial institution, local clearing house, courier or other entity or location for the delivery of cash letters or other presentment of IRDs or Substitute Checks (collectively, "End Points"); or (ii) a digitized image of the item will be cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check, as an "Imaged Exchange Item." Imaged Exchange Items will be presented for payment through image exchange networks. We may in our sole discretion determine the manner of processing. Your account will be provisionally credited upon our acceptance of IRDs for deposit which are received by us from you through the Deposit Service.

You understand and agree that an item that is not paid by a Payor Financial Institution, or is otherwise returned for any reason, will in our discretion be: (i) re-presented to the Payor Financial Institution; or (ii) returned to you and your account charged for the amount of the item plus any associated fees as disclosed in our applicable fee schedule, which may be changed from time to time in our discretion. You agree that items may be returned as Image Exchange Items, rather than Substitute Checks. Our right to charge your account will apply without regard to whether the item is timely returned to us or whether there is any other claim or defense that the item has been improperly returned to us.

User Warranties and Indemnification. You warrant to us that:

- a) You will only transmit eligible items;
- b) Images will meet our image quality standards;
- c) You will ensure that no financial institution (depository, collecting or payor), drawee, drawer or endorser receives presentment or return of, or otherwise is charged for an item more than once in any form (no second presentment);
- d) You will ensure that each item contains all indorsements as provided in this Agreement;
- e) You will use a commercially reasonable method which is consistent with any requirements of ours and as required under Regulation CC to securely and permanently destroy Original Checks after the retention period has expired, as

- provided in this Agreement;
- f) All information you provide to us is accurate, true and correct;
- g) You will verify our receipt of your transmission(s) by verifying that deposits have been posted to the appropriate accounts, in addition to cooperating with us in any investigation and resolving any unsuccessful or lost transmissions;
- h) You will install and implement any changes and upgrades to the Deposit Service as required by us within 5 days to ensure compliance with regulatory changes or developments, or to protect the integrity and security of the Deposit Service;
- i) You will comply with this Agreement and all applicable rules, laws, and regulations; and
- j) With respect to each check image that you transmit, you agree to make all encoding, transfer, presentment, and other warranties made under applicable law as we are deemed to make under applicable law, including without limitation those under the Uniform Commercial Code, Regulation CC and the rules of any image exchange network.

*Indemnification.* In addition to any other indemnification obligations you have under this Agreement, you agree to indemnify and hold us harmless from any loss or damage arising from or in connection with breach of these warranties, including but not limited to: (i) any fine, penalty or sanction imposed on us by any clearing house, or any governmental entity, arising out of or connected with any IRD processed by us for you or at your instruction; (ii) any act or omission of ours that is in accordance with this Agreement or instructions from you; (iii) actions by third parties, such as the introduction of a virus that delay, alter or corrupt the transmission of an IRD to us; (iv) any loss or corruption of data in transit from you to us; (v) any claim by a third party resulting from our breach of warranty regarding the paid status or image quality of a check you have presented through the Service; (vi) any claim by any recipient of a Substitute Check corresponding to a Check processed by you under this Agreement, that such recipient incurred loss due to the receipt of the Substitute Check instead of the Original Check; and (vii) any claims, loss or damage resulting from your breach of, or failure to perform in accordance with, the terms of this Agreement.

*Held Funds.* In addition to any other rights, we may have with regards to your accounts, you agree that we may hold and use funds in any account following termination of this Agreement for such time as we reasonably determine that any item processed by us prior to termination may be returned, charged back or otherwise a cause for any loss, liability, cost, exposure, or other action for which we may be responsible. Without limitation, you recognize that under the Uniform Commercial Code, Regulation CC, The Clearing House ECCHO Rules (as applicable), and the rules of any image exchange network, our representations, and warranties with regards to Image Exchange Items and Substitute Checks may expose us to claims for several years following processing of the Image Exchange Item or Substitute Check.

*Limitation on Liability.* This subsection is not intended to replace or supersede, and is hereby added to, any other exceptions to our liability that may be stated elsewhere in the Agreement and the Account Agreements. Except to the extent prohibited by applicable law or regulation, we will not be liable to you for any of the following: (i) any damages, costs or other consequences caused by or related to our actions that are based on information or instructions that you provide to us; (ii) any unauthorized actions initiated or caused by you or your agents; (iii) the failure of third persons or vendors to perform satisfactorily, other than persons to whom we have delegated the performance of specific obligations provided in this Agreement; (iv) any refusal of a Payor Financial Institution to pay an Image Exchange Item or Substitute Check for any reason (other than our breach of contract, gross negligence or willful misconduct), including without limitation, that the Original Check, Image Exchange Item or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature; (v) you or any other party's lack of access to the Internet or inability to transmit or receive data; (vi) failures or errors on the part of Internet service providers, telecommunications providers or any other party's own internal systems; (vii) if you do not follow or comply with the representations or warranties set forth in this Agreement; or (viii) our acting as a "reconverting bank" under the Check 21 Act through the creation of Substitute Checks or purported substitute checks using an electronic image or an illegible electronic image or an Image Exchange Item. Our liability for errors or omissions with respect to the data transmitted or printed by us in connection with this Agreement will be limited to correcting the errors or omissions. With respect to the Deposit Service, correction will be limited to reprocessing, reprinting and/or representing the Image Exchange Items or Substitute Checks to the Payor Financial Institution.

**74. Bill Pay Service. Acceptance of this Agreement will not automatically enroll you in the Bill Pay Service. The use of this Service requires separate enrollment.**

You may enroll in the Bill Pay Service through our separate enrollment process unless Digital Banking allows you to self-enroll. Specifically, the Bill Pay Service allow you to initiate one-time and/or recurring payments in U.S. dollars to pay Billers that are in the U.S. Also, to the extent applicable, the Bill Pay Service allows you to have your Billers electronically present you with e-Bills.

You agree and acknowledge that we provide the Bill Pay Service to you through one or more third-party service providers, including Fiserv Solutions, Inc., and its affiliates. Our third-party service providers are not parties to this Agreement. We are the sole party responsible to you for any payments you make through the Bill Pay Service, and for any liability that attaches in connection with the Bill Pay Service. Our third-party service providers shall be third-party beneficiaries of these terms and conditions in connection with the Bill Pay Service and will be entitled to all the rights and protections (including all limitations of liability) that this Agreement provides to us, including without limitation in connection with their recovery of Payment Amounts that you may owe to them as described below. Our third-party service providers are subject to change without prior notice to you. This Agreement does not alter your liability or obligations that currently exist between you and your Billers. Further, you agree and acknowledge the Bill Pay

Service is subject to the terms and conditions of the separate Related Document and this Agreement.

*Bill Payment Scheduling.* The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated online by the Bill Pay Service when you are scheduling the payment. Therefore, the Bill Pay Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for that Biller. (The earliest possible date designated by the Bill Pay Service may vary based on factors such as the identity of the Biller, the Bill Pay Service's arrangements with the Biller, and the method of payment the Bill Pay Service elects to use to execute your Payment Instruction to that Biller.) When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

*The Bill Pay Service Guarantee.* Due to circumstances beyond the control of the Bill Pay Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Bill Pay Service will bear responsibility for any late payment related charges you incur, up to \$50.00, if a payment posts after its Due Date. The preceding sentence applies: a) only if the payment was scheduled in accordance with the guidelines described above in the "Bill Payment Scheduling" subsection; and b) only if none of the exceptions listed below in the "Payment Authorization and Payment Remittance" and "Exception Payments" subsections apply. We may require you to provide satisfactory supporting documentation before reimbursing you. The Bill Pay Service may (but is not obligated to) honor debits that create overdrafts in your Bill Payment Account to execute any Bill Payment Instruction or to reimburse any Provider Payment. (See the subsection "Payment Methods and When Your Account is Debited" for information on when your Bill Payment Account will be debited.)

*Payment Authorization and Payment Remittance.* By providing the Bill Pay Service with names and account information of Billers you wish to pay, you authorize the Bill Pay Service to follow the Bill Payment Instructions you enter. To process payments more efficiently and effectively, the Bill Pay Service may edit or alter payment data or data formats in accordance with Biller directives. We may also change the address of a Biller to whom we send a payment, without notification, if we have received commercially reasonable information that the address you provided is not valid or complete, is no longer accurate, or is no longer the address to which the Biller wishes us to send payments.

When the Bill Pay Service receives a Bill Payment Instruction, you authorize the Bill Pay Service to debit your Bill Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. If the Bill Pay Service's third-party service provider has made a Provider Payment to execute your Bill Payment Instruction, you authorize the third-party service provider to debit your Bill Payment Account to reimburse itself for that Provider Payment. You authorize the Bill Pay Service to honor debits to reimburse the third-party service provider's Provider Payments. You also authorize the Bill Pay Service to credit your Bill Payment Account for amounts returned or remitted to you by the United States Postal Service, a Biller, the service provider, or another user of the Bill Pay Service. You also authorize the Bill Pay Service to make necessary debit and/or credit entries to your Bill Payment Account and/or Billers.

The Bill Pay Service will use commercially reasonable efforts to make all your payments properly. However, the Bill Pay Service shall incur no liability and any Service Guarantee shall be void if the Bill Pay Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- a) If, through no fault of the Bill Pay Service, your Bill Payment Account is closed or does not contain sufficient available funds to complete the transaction (or the transaction would exceed the credit limit of your overdraft account);
- b) The Biller rejects or returns the payment for any reason (or, except as provided in the Bill Pay Service Guarantee, the Biller mishandles or delays the handling or posting of any payment we send);
- c) Your equipment, software or communications link is not working properly;
- d) The payment processing center is not working properly, and you know or have been advised by the Bill Pay Service about the malfunction before you execute the transaction;
- e) You have not provided the Bill Pay Service with correct information, including the correct Bill Payment Account information, or the correct name, address, phone number, or account information for the Biller;
- f) Circumstances beyond control of the Bill Pay Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances;
- g) Your Bill Payment Account has been frozen because you are in collections with our third-party service provider; and/or
- h) There may be other exceptions in this or our other agreements with you.

Provided none of the foregoing exceptions are applicable, if the Bill Pay Service causes an incorrect amount of funds to be removed from your Bill Payment Account or causes funds from your Bill Payment Account to be directed to a Biller which does not comply with your Bill Payment Instructions, the Bill Pay Service shall be responsible for returning the improperly transferred funds to your Bill Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

*Exception Payments.* “Exception Payments” means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including without limitation stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property), tax payments and court ordered payments. Exception Payments may be scheduled through the Bill Pay Service, but they are discouraged and must be scheduled at your own risk. Except to the extent otherwise expressly provided in this Agreement or required by applicable law, the Bill Pay Service will not be liable for any claims or damages resulting from or in connection with your scheduling of Exception Payments. The Bill Pay Service Guarantee as it applies to late payment related charges is void when Exception Payments are scheduled and/or processed by the Bill Pay Service. Except to the extent otherwise expressly provided in this Agreement or required by applicable law, the Bill Pay Service has no obligation to research or resolve any claim resulting from an Exception Payment and all research and resolution for any misapplied, mis-posted, or misdirected Exception Payments will be the sole responsibility of you and not of the Service.

*Payment Methods and When Your Account Is Debited.* For each individual Bill Payment Instruction, the Bill Pay Service’s third-party service provider has sole and exclusive discretion to decide how it will cause payment to the Biller. Payment methods may include, but are not limited to:

- “Electronic payment” (e.g., an ACH credit to the Biller’s account and an ACH debit from your Bill Payment Account). This usually creates a Provider Payment by the third-party service provider.
- “Electronic to check payment” (e.g., a check drawn on the third-party service provider’s account and an ACH debit from your Bill Payment Account). This can create a Provider Payment by the third-party service provider.

“Laser draft payment” (e.g., a “remotely created check” the Bill Pay Service writes for you against your Bill Payment Account.) You authorize the Bill Pay Service to issue laser draft payments against your Bill Payment Account.

The payment method determines when your Bill Payment Account will be debited. Electronic payments are debited from your Bill Payment Account no earlier than the Scheduled Payment Date. Electronic to check payments are generally debited no earlier than the Scheduled Payment Date but may be debited earlier if the check is mailed, arrives earlier, and is deposited by the Biller before the Scheduled Payment Date. A laser draft payment will debit your Bill Payment Account no earlier than the date it is presented to us for payment. You warrant to us and to our third-party service provider that you will maintain available funds on balance in your Bill Payment Account sufficient to timely pay the debit corresponding to each Bill Payment Instruction. To ensure sufficient available funds when your Bill Payment Account is debited, you should assume that your payment may be sent by mailing a check or laser draft, and so you should have a sufficient available balance at least a few Business Days before the Scheduled Payment Date.

*Failed or Returned Transactions.* If your Bill Payment Account has insufficient available funds for us to complete a transaction (including honoring the debit that corresponds to your Bill Payment Instruction), then we have no obligation to complete any portion of that transaction; in some instances, you may receive a return notice as a result. We may, however, in our sole discretion complete the transaction and create an overdraft in your Bill Payment Account or pursue collection against you by any other method permitted by law. Without limiting the foregoing, we may debit any other deposit account or draw on any other line of credit that you may have with us. All the terms of your deposit account agreement with us governing your Bill Payment Account, and its associated fee schedule, including, but not limited to, those governing overdrafts, credit reporting, fees and charges, collection rights, offsets and dispute resolution shall apply.

If our third-party service provider executed your Bill Payment Instruction by making a Provider Payment but we dishonor its reimbursing debit, then you remain indebted directly to the service provider. The third-party service provider has the right to undertake collection activity against you. You agree to reimburse the third-party service provider upon demand. In addition, the third-party service provider may charge a service fee of \$20.00 (in addition to any of our fees, if applicable) for each Provider Payment for which the reimbursing debit is dishonored – you acknowledge this fee is within the sole discretion of the third-party provider and may be subject to change. Further, you agree that the third-party service provider reserves the right to charge you interest at the rate of 1.5% per month (or the legal maximum rate, whichever is less) on unpaid amounts, together with reasonable attorney’s fees and any returned payment fees that it may be charged by us, Billers, or other financial institutions. The third-party service provider may also report the facts to a credit reporting agency. You hereby authorize us and our service provider to deduct all these amounts from your designated Eligible Transaction Account, including by ACH debit.

You agree and acknowledge that: a) Provider Payments, interest, attorneys’ fees and returned payment fees (including, but not limited to, fees associated with the third party service provider’s reimbursing debit is dishonored) are obligations that you incur directly to the third-party service provider (not to us); and b) all collection activity for Provider Payments and such associated amounts are undertaken by the third-party service provider for its own account (not at our direction or as our agent or our assignee). Such collection activity is undertaken solely by the third-party service provider and not on our behalf. Such collection activity by the third-party service provider is not part of the Bill Pay Service and shall not be deemed to occur in connection with the Bill Pay Service, and we shall bear no responsibility or liability for the third-party service provider’s collections activities.

*Payment Amount Limits.* Refer to “Dollar Limits,” in PART A, above, for specific dollar limitations that apply to Bill Payments. In addition to any limitations disclosed in this Agreement, Billers may impose their own limitations on bill payments or e-Bills that are beyond the control of the Bill Pay Service.

*Canceling Or Editing a Scheduled Payment.* There is no charge for canceling or editing a Scheduled Payment. Once a Scheduled

Payment has begun processing by ACH or by issuance of any check or laser draft, it cannot be cancelled or edited. Instead, a stop payment must be requested. Refer to “Stop Payment Requests,” below for further limitations.

*Cancellation or Editing through Digital Banking.* You may cancel or edit a Scheduled Payment before it has begun processing (including recurring payments) by following the directions in the Bill Pay Service’s section of our Digital Banking services Website.

*Calling or Writing to Cancel.* You may cancel a Scheduled Payment (including recurring payments) by contacting us at least three (3) Business Days before its processing. Contact us by calling Customer Care for your Division as set forth above in Section 5 of PART A entitled, “Customer Care Center” or write to you Division Bank’s Customer Care by P.O. Box 30709 Salt Lake City, UT 84130-0709. We may require you to confirm oral cancellations in writing within 14 days.

*Stop Payment Requests.* The Bill Pay Service’s ability to process a stop payment request will depend on the payment method and whether a check, or laser draft has been issued or has cleared (see “Payment Methods and When Your Account is Debited” above). Also, if a payment has begun processing, the Bill Pay Service may not have a reasonable opportunity to act on your stop payment request. If you desire to stop any payment that has already begun processing, you must call Customer Care for your Division Bank, as set forth above in Section 5 of PART A entitled, “Customer Care Center,” or write to your Division Bank’s Customer Care Center P.O. Box 30709 Salt Lake City, UT 84130-0709. Although the Bill Pay Service will make a commercially reasonable effort to accommodate your request, the Bill Pay Service will have no liability if it is unsuccessful. The Service may require you to confirm your request in writing within fourteen (14) days. Consult the deposit account agreement governing your Bill Payment Account for additional information regarding requests to stop payment on checks, drafts, and electronic transfers. The charge for each stop payment request will be the current charge for such service as set out in the schedule of fees for your Bill Payment Account. For customers enrolled in Personal Digital Banking, please see Section 32 above in PART A entitled, “Fees” for additional fee information.

*Prohibited Payments.* Payments to Billers outside of the United States or its territories are prohibited through the Bill Pay Service. In addition, payments that violate any law, statute, ordinance or regulation, and any payments related to illegal gambling, illegal gaming and/or any other illegal activity are prohibited through the Bill Pay Service. We have the right, but no duty, to monitor for, block, cancel and/or reverse prohibited payments. In addition to the foregoing prohibited payments, we may, but have no duty to, block and/or reverse payments that involve donations or payments to an unauthorized charity or nonprofit organization, unless we have performed appropriate due diligence on and investigation of such charity or organization and have in our sole discretion determined its legitimacy. In no event shall we or our third-party service provider be liable for any claims or damages resulting from your scheduling of prohibited payments. Except to the extent otherwise expressly provided in this Agreement or required by applicable law, we have no duty to research or resolve any claim resulting from a prohibited payment and all research and resolution for any misapplied, mis-posted, or misdirected prohibited payments will be your sole responsibility and not ours.

*Address or Banking Change.* Changes to your Bill Pay email address can be made online within the Service, or by calling Customer Care (see the heading “Customer Care Center” in Section 5 of PART A, above). All changes made are effective immediately for scheduled and future payments paid from the updated Bill Payment Account information. Except to the extent otherwise expressly provided in this Agreement or required by applicable law, the Bill Pay Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Bill Payment Account or contact information.

*Service Termination, Cancellation, Or Suspension.* In the event you wish to cancel the Bill Pay Service, you may have the ability to do so within the Bill Pay Service section of our Digital Banking service, or you may contact your Customer Care Center for your Division as set forth in Section 5 of Part A. You agree and acknowledge that any payment(s) the Bill Pay Service has already processed before the requested cancellation date will be completed by the Bill Pay Service. Also, you agree and acknowledge that all Scheduled Payments including recurring payments will not be processed once the Bill Pay Service is cancelled, and your e-Bill service will be canceled. Refer to Section 34 of PART A regarding our termination and suspension rights. Neither termination or suspension shall affect your liability or obligations under this Agreement.

*Refusing Payment Instructions.* You agree and acknowledge that we reserve the right to refuse to pay any Bill Payment Instruction in our sole discretion. Without limiting the foregoing, we may refuse: a) to pay any specific Biller or type of Biller; b) to make any payment we believe, or suspect might be prohibited by law, prohibited by this Agreement or the Account Agreements, or inconsistent with our banking policies; or c) to make any payment that we believe or suspect might not be timely reimbursed or paid by you. The Bill Pay Service will make reasonable efforts to notify you promptly if it decides to refuse to pay a Bill Payment Instruction. This notification is not required if you attempt to make a prohibited payment (as described in the section entitled “Prohibited Payments”) or an Exception Payment (as defined in the section entitled “Exception Payments”).

*Returned Payments.* In using the Bill Pay Service, you understand that Billers and/or the United States Postal Service may return payments to the Bill Pay Service for various reasons such as, but not limited to, Biller’s forwarding address expired; Biller account number is not valid; Biller is unable to locate the account; or Biller account is paid in full. The Bill Pay Service will use commercially reasonable efforts to research and correct the returned payment and return it to your Biller or void the payment and credit your Bill Payment Account. You may receive notification from the Bill Pay Service.

*Joint Owners.* Each joint owner of the Bill Payment Account (or other account as applicable) has full and independent authority to use the Bill Pay Service as if the sole owner, and without the consent of or notice to any other joint owner, including, without limitation, authority to: a) see the transactions, e-Bills, and other data associated with the Bill Pay Service and Bill Payment Account

(or other account as applicable); b) order Bill Payment Instructions from the Bill Payment Account; c) cancel Scheduled Payments or e-Bills; and d) close the Bill Payment Account (or other account as applicable). We may honor the Bill Payment Instructions and other instructions of any one joint owner without inquiry, notice or liability to any other joint owner. All joint owners are jointly and severally liable for obligations under this Agreement and for overdrafts. Notice by us to any one joint owner shall also constitute notice by us to all joint owners.

*Acceptable Use.* You agree and acknowledge that you are independently responsible for complying with all applicable laws in all your activities related to your use of the Bill Pay Service, regardless of the purpose of the use, and for all communications you send through the Bill Pay Service. We and our third-party service providers have the right, but no duty, to monitor and remove communications content that we, in our sole discretion, find to be objectionable in any way. In addition, you agree and acknowledge that you are prohibited from using the Bill Pay Service for communications or activities that: a) violate any law, statute, ordinance or regulation; b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; c) defame, abuse, harass or threaten others; d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; f) impose an unreasonable or disproportionately large load on our infrastructure; g) facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Bill Pay Service or any portion of our Website or Digital Banking services without our prior written permission; i) constitute use of any device, software or routine to bypass technology protecting, or interfere or attempt to interfere with, the Bill Pay Service or our Website or Digital Banking service; or (j) may cause us or our third-party service providers to lose any of the services from our internet service providers, payment processors, or other vendors.

*Information Authorization.* Your enrollment in the Bill Pay Service may not be fulfilled if we or our service providers cannot verify your identity or other necessary information. To verify ownership of a Bill Payment Account(s) and/or any other account for Digital Banking service fees, the Bill Pay Service may in its discretion (but without obligation) choose to issue offsetting debits and credits to that account and then require confirmation from you. By requesting to enroll in or use the Bill Pay Service, you agree that we and/or our service providers may review your credit rating at our expense through an authorized bureau.

In addition, we can share with our service providers personal information about you, including, without limitation, financial information, and transaction history regarding your Bill Payment Account. We and our service providers can use personal information about you for our everyday business purposes and our service provider's service to us and/or you, such as to maintain your ability to access the Bill Pay Service, to authenticate you when you log in, to send you information about the Bill Pay Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections (including collection of Provider Payments), to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our service provider's rights and property, and to customize, measure, and improve the Service and the content and layout of the Website.

Additionally, we and our service providers may use your information for risk management purposes and may use, store, and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims (including Provider Payments) or other liability. We and our service providers may obtain financial information regarding your account from a Biller or your financial institution (e.g., to help resolve payment posting problems or for verification).

We and our service providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our service providers may use, store, and disclose such information acquired in connection with the Bill Pay Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service.

You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.

We may share certain personal information and device-identifying technical data about you and your devices with third-party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include, but are not limited to, identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

*Exclusion of Warranties.* OTHER THAN THE LIMITED BILL PAY SERVICE GUARANTEE EXPRESSLY PROVIDED HEREIN AND EXCEPT TO

THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY APPLICABLE LAW, THE BILL PAY SERVICE, OUR DIGITAL BANKING SERVICES WEBSITE (INCLUDING BUT NOT LIMITED TO THE SERVICE SECTION OF THAT WEBSITE), AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

*Limitation of Liability.* EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY APPLICABLE LAW, THIS AGREEMENT EXPRESSES YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US, OUR AFFILIATES, OUR SERVICE PROVIDERS, AND THE RESPECTIVE EMPLOYEES AND CONTRACTORS OF THE FOREGOING. YOU ACKNOWLEDGE AND AGREE: (A) THAT THE BILL PAY SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED FROM TIME TO TIME FOR INDETERMINATE PERIODS AMOUNT OF TIME DUE TO SCHEDULED OR UNSCHEDULED MAINTENANCE, OR DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL (INCLUDING BUT NOT LIMITED TO STRIKES, POWER FAILURES, PANDEMICS, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION); AND (B) THAT IN NO EVENT SHALL WE, OUR AFFILIATES OR OUR SERVICE PROVIDERS, OR THE EMPLOYEES OR CONTRACTORS THEREOF, BE LIABLE FOR ANY CLAIM OR DAMAGES ARISING FROM OR RELATED TO THE BILL PAY SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE.

EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY APPLICABLE LAW, IN NO EVENT SHALL WE, OUR AFFILIATES, OUR SERVICE PROVIDERS, OR ANY EMPLOYEE OR CONTRACTOR OF ANY OF THE FOREGOING, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, ECONOMIC (INCLUDING LOSS OF GOODWILL OR PROFITS), PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, THAT ARISE IN ANY WAY OUT OF OR IN CONNECTION WITH THE INSTALLATION, USE, OR MAINTENANCE OF THE BILL PAY SERVICE, OUR DIGITAL BANKING SERVICE WEBSITE (INCLUDING BUT NOT LIMITED TO THE SERVICE SECTION THEREOF) EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY APPLICABLE LAW, OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THE BILL PAY SERVICE, SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY APPLICABLE LAW, THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

*Fees in Connection with the Bill Pay Service.* Any applicable fees will be charged regardless of whether the Bill Pay Service was used during the billing cycle. Please see your fee schedule for further information. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us and our service provider to deduct the calculated amount from your designated Bill Payment Account or any other account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. The subsection entitled "Failed or Returned Transactions" applies to amounts you owe our third-party service provider or us if you fail to timely reimburse our third-party service provider or us for Provider Payments or the fees and charges described in this Agreement.

*Taxes.* It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction or for collecting, reporting, or remitting any taxes arising from any transaction.

**e-Bill Feature.** The Bill Pay Service includes a feature that electronically presents you with e-Bills from select Billers. E-Bills may not be available from all your Billers. Our e-Bill feature is provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements.

*Which of your Billers will Present you with e-Bills.* You will receive e-Bills from a company only if: a) you have designated it in the Bill Pay Service as one of your Billers; and b) it has arranged with our third-party service provider to deliver e-Bills. The Bill Pay Service may then present you with e-Bills from that e-Biller if either: a) you affirmatively elect online within the Bill Pay Service to receive e-Bills from that e-Biller; or b) that e-Biller chooses to send you e-Bills on a temporary "trial basis." In either case, you can elect online within the Bill Pay Service to stop receiving e-Bills from that e-Biller. Electing to receive e-Bills, automatically receiving trial e-Bills, and declining further elected or trial e-Bills all occur on an individual e-Biller basis. The Bill Pay Service does not include an option to prevent ever participating in the automatic trial e-Bills feature. When affirmatively electing to receive e-Bills from a particular e-Biller, you may be presented with terms from that e-Biller for your acceptance (but we are not a party to that e-Biller's terms).

*Paper Copies of e-Bills.* While receiving e-Bills on an automatic "trial basis" from an e-Biller, you will continue to receive your ordinary statements from that e-Biller (e.g., "trial basis" e-Bills do not stop paper statements). If you affirmatively elect to start receiving e-Bills from an e-Biller, that e-Biller may stop sending you paper or other statements. Check with the individual e-Biller regarding your ability to obtain paper copies of e-Bills on a regular or as-requested basis.

*Sharing Information with Billers.* You authorize the Bill Pay Service to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which the Bill Pay Service has identified as offering e-Bills for purposes of matching your identity on the Bill Pay Service's records and the Biller's records to: a) activate your affirmative request for e-Bills; and/or b) confirm your eligibility for "trial basis" e-Bills.

*Information Held by Billers.* The Bill Pay Service is unable to update or change any personal information held by your Biller in its own records (e.g., name, address, phone numbers and e-mail addresses). Any changes will require you to contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Bill Pay Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Bill Pay Service and/or bill information.

*Activation.* The Bill Pay Service may notify the e-Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from e-Biller to e-Biller and may take up to sixty (60) days, depending on its billing cycle. While your e-Bill feature is being activated, it is your responsibility to keep your accounts current. Each e-Biller reserves the right to accept or deny your request to receive e-Bills.

*Authorization to Obtain Bill Data.* You authorize the Bill Pay Service to obtain bill data from your Billers that you have requested to send you e-Bills, and from your Billers that wish to send you trial e-Bills. For some Billers, you will be asked to provide the Bill Pay Service with your username and password for that Biller. By providing the Bill Pay Service with such information, you authorize the Bill Pay Service to use it to obtain your bill data.

*Notification.* We will use commercially reasonable efforts to present all your e-Bills promptly. In addition to notification within the Bill Pay Service, the Bill Pay Service may send an e-mail notification to the e-mail address listed for the Bill Pay Service. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically sign in to the Bill Pay Service and check on the delivery of new e-Bills. The time for notification may vary from e-Biller to e-Biller. You are responsible for ensuring timely payment of all bills.

*Cancellation of Electronic Bill Notification.* The e-Biller reserves the right to cancel the presentment of e-Bills at any time. You may cancel electronic bill presentment at any time. The timeframe for implementing cancellation of your electronic bill presentment may vary from e-Biller to e-Biller. It may take up to sixty (60) days, depending on the billing cycle of each e-Biller. The Bill Pay Service will notify your e-Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Bill Pay Service will not be responsible for presenting any e-Bills that are already in process at the time of cancellation.

*Non-Delivery of e-Bill(s).* You agree to hold the Bill Pay Service harmless should the e-Biller fail to deliver your e-Bill(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the e-Biller directly.

*Accuracy and Dispute of an e-Bill.* The Bill Pay Service is not responsible for the accuracy of your e-Bill(s). The Bill Pay Service is only responsible for presenting the information it receives from the e-Biller. Any discrepancies or disputes regarding the accuracy of your e-Bill summary or detail must be addressed and resolved directly with the e-Biller.

**75. Wire Transfer Payment Service. Acceptance of this Agreement will not automatically enroll you in the Wire Transfer Payment Service. The use of this Service requires separate enrollment.**

Through the Digital Banking service, you may access, print, and complete our applicable digital wire application ("Wires Application"). You can bring the applicable Wires Application for Digital Banking into one of our locations and sign it there. Also, if permissible by us, you may be able to mail it in after it has been signed and notarized. However, please contact us for further information.

Also, for customers that are enrolled in Personal Digital Banking services, you may be allowed to apply for and complete enrollment in the Wire Transfer Payment Service through Digital Banking by using the self-enrollment feature set forth in Digital Banking. You agree and acknowledge that we must be given a reasonable amount of time to review and approve your Wire Application for Personal Digital Banking, which may take up to two Business Days.

The Wire Transfer Payment Service provides that all your deposit accounts, now and in the future, that are eligible for Digital Banking (or associated with a single Digital Banking profile) will be enrolled for Wire Transfer Payment Services upon completion of the applicable Wire Application and/or other Related Document **unless you: (i) unenroll one or more deposit accounts by calling the applicable Customer Care number above in Section 5 of PART A entitled, Customer Care Center; (ii) exclude any such accounts as instructed within the Wire Application you complete and submit to us; or (iii) execute a new Wire Application and/or another Related Document.**

**Please note:** If you have Personal Accounts and/or Business Accounts that are linked to a Primary Company's Digital Banking profile and that Primary Company has enrolled in the Wire Transfer Payment Service, then the Personal Accounts and/or Business Accounts, provided that they are also Eligible Accounts, are also enabled for the Wire Transfer Payment Service regardless of whether you did not enroll in the Wire Transfer Payment Service or you did enroll in the Wire Transfer Payment Service with

specific instructions to the Bank to exclude one or more Personal Accounts or Business Accounts. **Specifically, any previous instruction from you, an owner, an authorized principal or officer to exclude one or more Personal Accounts and/or Business Accounts from the Wire Transfer Payment Service will not be applicable under an accommodation to link commonly owned accounts to the Digital Banking profile of the Primary Company. If you do not want one or more Personal Accounts to have domestic wire services and/or you do not want one or more Business Accounts to have wire services, then you must call Customer Care for your applicable Division, as set forth above in PART A, Section 5, and request to unenroll the Personal Account(s) and/or Business Account(s) from the Wire Transfer Payment Service on the Digital Banking profile of the Primary Company.**

Finally, you agree and acknowledge that the Wire Transfer Payment Service is subject to applicable dollar limits, the terms and conditions of the separate applicable Wire Application for Personal Digital Banking/Wire Application for Business Digital Banking, Wire Agreement for Digital Banking, and this Agreement.

*Applicable Law; Domestic Wires Only.* Except as otherwise set forth in this Agreement (including Section 12; Access Credentials; Security Procedures; Responsibility to Utilize all Security Procedures; Agreement to Alternative Security Procedures), the Wire Transfer Payment Service and transactions thereunder are governed by the laws of the state where your deposit account(s) used for the Wire Transfer Payment Service is located (including Article 4A of that state's Uniform Commercial Code), and applicable federal law including federal Regulation J, Federal Regulation E and the EFTA, which grant special rights to consumers to dispute electronic funds transfers, do not apply to the Wire Transfer Payment Service's domestic wire transfers. The terms of this Agreement, including, but not limited to, the section below entitled "Wire Transfer Payment Service Security Procedure," govern your ability to claim a wire was unauthorized. You must review the "Wire Transfer Payment Security Procedure" subsection below carefully and determine whether the Wire Transfer Payment Service is appropriate for you. You represent and warrant that you will only request wires to domestic destinations.

*Authorized Accounts; Authorized Users.* Each one of your deposit accounts, eligible for Digital Banking through the Bank's Digital Banking services, are activated for the Wire Transfer Payment Service (individually an "authorized account" and collectively the "authorized accounts"). You hereby authorize us to act upon any wire transfer request (or upon any request to cancel or change such transfer) that we receive from an Authorized User from an authorized account; and you agree that such wire transfer request shall be deemed a request directly from you for purposes of the Wire Transfer Payment Service.

*For Business Digital Banking Customers:* Business Digital Banking customers acknowledge that each CSA can make important changes to the customer's Digital Banking service, including but not limited to: a) creating and deleting Authorized Users (including other CSAs) for authorized accounts under the Wire Transfer Payment Service; and b) changing Authorized Users' dollar limits and other transaction rights and restrictions. Your CSA is also your agent for requesting changes that must be made by us, such as: a) adding or deleting an authorized account under the Wire Transfer Payment Service; or b) changing the total dollar limit for your Wire Transfer Payment Service. You are always responsible for all the actions of your CSA, for knowing all users' access, authorities and restrictions established and changed by your CSA, and for all transactions enabled thereby. We may require that you request such changes on forms we specify. You (including an Authorized User) may submit specific wire transfer requests by signing in to your Digital Banking service, selecting the "Transfers" tab, then under the "Transfer Money" section, then select wire transfer under Transfer Tools, then enter the information requested on the wire transfer screen and completing the online process. You cannot use the Digital Banking Secure Message function to submit wire transfer requests. All wire transfer requests using Digital Banking shall be governed by this Agreement, in addition to the Wire Application for Business Digital Banking, Wire Agreement for Digital Banking.

*Wire Transfer Payment Service Security Procedure.* Wire transfer requests are "Orders" as defined in this Agreement. Refer to "Access Credentials; Security Procedures; Responsibility to Utilize all Security Procedures; Agreement to Alternative Security Procedures" in PART A, Section 12, for additional terms applicable to Communications and other instructions, including Orders. For wire transfer requests submitted using the Digital Banking service, the Security Procedures will be the **Wire Transfer Payment Service Security Procedure, as outlined below**, along with any additional or modified authentication tool or method we make available for Wire Transfer Payment Services from time to time, within our sole discretion. You agree and acknowledge that the Wire Transfer Payment Service Security Procedure is a commercially reasonable Security Procedure for verifying the identity and authority of a person accessing or using Digital Banking and authenticating wire transfer requests delivered to us in your name or on your behalf, as provided in this Agreement. You hereby agree on behalf of yourself, authorized users, employees, and agents that we can (but have no obligation to) record telephone calls concerning any such request, electronically or otherwise, without further notice or consent.

**The mutually agreed "Wire Transfer Payment Service Security Procedure" to authenticate verify wire transfer requests consists of Step a) for all wire transfer requests, plus either Step b) or Step c), depending on whether the wire transfer request is made through Personal or Business Digital Banking.**

- a) In Personal and Business Digital Banking. Our Digital Banking service must be accessed using valid Access Credentials and the wire transfer request must be submitted through our Wire Transfer Payment Service. The wire transfer request must specify a deposit account: (i) that you have designated for the Wire Transfer Payment Service; and (ii) for which the Access Credentials used have authority to make transactions. The wire transfer request must be within any applicable dollar limits.

- b) In Personal Digital Banking. The wire transfer request must be authenticated through our “transaction-based authentication service” (also called “One-Time Passcode” or “OTP”). To authenticate the wire transfer request, a person must: (1) use Digital Banking to request a security code be sent to a destination associated with the Access Credentials being used; and (2) enter that security code into Digital Banking.
- c) In Business Digital Banking. The wire transfer request must be authenticated through a One-Time Passcode; and, if enrolled in Dual Authorization, any wire transfer requested using one set of Access Credentials must be separately approved using a different set of Access Credentials.

**PLEASE NOTE:** All of the foregoing is subject to PART A, Section 12; Access Credentials; Security Procedures; Responsibility to Utilize all Security Procedures; Agreement to Alternative Security Procedures, whereby you are

acknowledging and agreeing to an Alternative Security Procedure in the event you choose not to enroll in and/or otherwise effectively utilize any additional or modified authentication tool or method we make available for Communications or Orders relating to Wire Transfer Payment Services.

*Recurring Wires.* A recurring wire transfer, and the corresponding debit to your deposit account, will be made on the scheduled transfer date, or if that scheduled date is not a Business Day, then on the immediately next Business Day for wire transfer requests.

*Wire Transfer Fee.* A wire transfer fee will be debited from the deposit account from which you send your wire transfer request. The fee either: a) will be disclosed to you on screen by the Wire Transfer Payment Service before you finally submit your wire transfer request; or b) has previously been disclosed to you for off-line wire transfer requests from that deposit account. Note: wire transfer fee waivers generally applicable to that deposit account do not apply to wire transfer requests requested through this Digital Banking Wire Transfer Payment Service. You acknowledge that other Digital Banking and non-Digital Banking payment services we offer may cost less than the Wire Transfer Payment Service for the same transfers.

*Bank’s Liability and Your Duty to Report Discrepancies.* Refer to PART A of this Agreement for additional terms that apply to your use of the Wire Transfer Payment Service, including, but not limited to, your duty to report discrepancies and limitations on our liability.

*Processing Wire Transfers.* You agree not to use Digital Banking to submit wire transfer requests to foreign countries. We shall process the wire transfer request based solely upon information received from you. We may, at our sole discretion, choose the funds transfer mechanism to process the wire transfer request. In the event you are provided the opportunity to select one or more intermediary financial institutions, except to the extent otherwise required by applicable law, you assume complete responsibility for your selection and agree that we will not be liable for any selected intermediary institution’s actions or inactions. You acknowledge and agree that we do not control intermediary financial institutions, including intermediary institutions chosen by you, and that we do not control whether intermediary institutions deduct fees as part of the processing of a funds transfer. In addition to any other limitation of liability provided under this Agreement and subject to applicable law, we will not be liable for the application of any government or funds-transfer system rule, guideline, policy, or regulation, or for failure of any other financial institution, including any intermediary institution. When or before we execute the wire transfer request, you agree to pay us with sufficient available funds on deposit for the transfer plus the current wire transfer fee. If you fail to pay in accordance with this Agreement, we may (but are not obligated to) cancel the wire transfer request; or, we may execute the wire transfer request and collect the amount of the transfer and fees, plus interest thereon at 18% per annum (subject to any applicable legal limit on interest rates), by any lawful means, including, but not limited to, offsetting against or creating an overdraft in any of your deposit accounts. Standard overdraft fees for your account apply. You authorize us to make adjusting credits and debits to your account to correct any error in processing or execution.

*Rejection of the Bank’s Wire Request.* If we receive notice that a transmitted wire transfer request has been rejected by another party, we shall notify you, with the reason given, by telephone, on-screen display, electronic message, email or U.S. mail address, or other commercially reasonable means. We have no further obligation to transmit or execute the rejected wire transfer request if we complied with this Agreement for your original wire transfer request.

*Errors, Questions, Help and Digital Banking Support Telephone.* In case of an error or question about your wire transfer request, or if you think your statement or any debit to your deposit account in connection with a wire transfer is wrong, or if you need more information or help, you should contact us as soon as you can by calling Digital Banking support at the applicable phone number below, or by writing to us at the address below.

*Digital Banking Support Contact Information.*

Digital Banking Wire Operations  
P.O. Box 25726  
Salt Lake City, UT 84125-0726

You can also call Digital Banking Support at the telephone number listed above in Section 5 of PART A entitled, “Customer Care Center” for your applicable Division Bank.

## **PART D – Digital Banking Services Offered Only to Customers Enrolled in Personal Digital Banking**

PART D set forth terms and conditions for Digital Banking services that are only offered and applicable to customers enrolled in Personal Digital Banking. Specifically, you agree and acknowledge that the Digital Banking services set forth in PART C and in this PART D are offered to customers that are enrolled in Personal Digital Banking. And, more specifically, you agree and acknowledge that this PART D does not apply to customers enrolled in Business Digital Banking. If you are enrolled in Business Digital Banking, then please see PART E and F for additional Digital Banking services along with additional terms and conditions that apply.

**76. Opt in for Debit Card Overdraft Service.** Through the Digital Banking service, you can give your electronic affirmative consent for us to authorize and pay, in our sole discretion, any ATM or one-time debit card transactions when you do not have a sufficient Available Balance, as defined in your Deposit Account Agreement, and therefore incur one or more overdrafts in your deposit account.

Overdrafts in your deposit account may be subject to one or more overdraft fee(s), as set forth in your applicable fee schedule for your deposit account.

**77. Credit Scores and Related Insights Service.** Through the Digital Banking service, and subject to your acceptance of separate additional terms with a third-party service provider and/or its third-party service provider, you can access the credit scores and related insights service (“Credit Scores and Related Insights Service”). Specifically, once registered, you may access one or more features, such as, credit score and report card, credit report, credit score simulator, credit report monitoring, automatic and voluntary alerts regarding the Credit Scores and Related Insights Service, financial recommendations and offers for financial products that we offer to consumers. However, you agree and acknowledge that all offers provided are subject to credit approval.

We do not own or control the Credit Scores and Related Insights Service, as it may be revised or updated from time to time. Therefore, you agree and acknowledge that we make no representation or warranty regarding its use and will not be responsible in any manner whatsoever for the action, inaction, errors, omissions or privacy or security practices of the Credit Scores and Related Insights Service and/or the third-party service provider, including its third-party service providers.

You agree and acknowledge that upon agreement to the end user terms provided by the third-party service provider and/or its third-party service provider, presented on a separate platform outside of Digital Banking, that: (i) you are entering into a separate contract with the third-party service provider and/or its third-party service provider and we are not a party to that contract; (ii) you are authorizing us to release all information, including non-public personal information, such as, but not limited to, name, username (or member ID number), home address, date of birth, social security number, email address, phone number, the fact that you are our Digital Banking customer, and any other information the third-party service provider and/or its third-party service provider deems reasonable in connection with providing the Credit Scores and Related Insights Service; (iii) you are authorizing the third-party service provider and/or its third-party service provider to continuously obtain your credit report and credit information from one or more credit reporting agencies and other third parties; and (iv) you are authorizing us to receive and use such credit report and credit score information to market products to you, including, but not limited to, credit cards, personal loans, and mortgage loans, and for other purposes related to your relationship with us.

If you wish to stop the third-party service provider and/or its third-party service provider from sharing credit report and credit score information with us and terminate your authorization for us to use such information to market offers to you, then you must terminate your account and consent held with SavvyMoney, Inc. by contacting SavvyMoney, Inc. in the manner indicated by SavvyMoney, Inc. The manner indicated and the process time to complete a termination request should be set forth under the heading, “Terminating Your Account and Written Authorization with SavvyMoney and this TOS” or similar heading, if amended, of the separate terms of service (“TOS”). However, you agree and acknowledge that if we obtained your credit report and credit score information prior to you terminating your account and consent with the third-party service provider and/or its third-party service provider, then we may continue to use such information to market to you for a reasonable time thereafter.

**78. Direct Connect.**

With the Direct Connect Service you can download transaction activity, initiate transfers between your accounts (within the same Division) and pay bills (all of which are offered separately from Digital Banking services). Specifically, you agree and acknowledge that the Direct Connect Service is offered through specific financial management software and is not accessed through Digital Banking. Also, you agree and acknowledge that to obtain one or more services under the Direct Connect Service, you must agree to a separate agreement and obtain separate access credentials, such as Customer ID and Temporary Password (which must be changed to become non-temporary).

However, for personal customers we require you to be enrolled in Personal Digital Banking in order to enroll in the Direct Connect Service. Specifically, your enrollment and initial set-up of the Direct Connect Service must be done through Personal Digital Banking, where you will be presented with the Direct Connect Service Agreement. The initial set-up will require you to select the accounts you want to be linked to the applicable financial management software (e.g., Quicken or QuickBooks) and obtain your Customer ID

and Temporary Password. After enrollment and initial set-up, you will be required to log in to the applicable financial management software to access and/or use the Direct Connect Service. Also, any modifications you wish to make after your enrollment and initial set-up through Personal Digital Banking can only be made by calling Customer Care, as set forth above in Section 5 of PART A.

Note: Direct Connect and the DC Bill Pay Service (as defined in the Direct Connect Service Agreement) are offered separately from Digital Banking products. Thus, there may be: (i) additional monthly or periodic fees for being enrolled only in the regular Direct Connect Service (meaning, without enrolling in the DC Bill Pay Service); and (ii) the monthly or periodic fees for being enrolled in the Direct Connect Service with the DC Bill Pay Service may be the same or more than being enrolled only in the regular Direct Connect Service. Also, please check with your branch or Customer Care representative to help determine whether the DC Bill Pay Service could be more expensive when compared to similar Digital Banking products.

#### **79. Personal Accounts Under Commonly Owned Account Linkage.**

Within Digital Banking it may be possible that one or more of your Personal Accounts and/or personal loans, line of credits or credit cards ("Personal Loans"), provided that they are Eligible Accounts that are enrolled in Personal Digital Banking, become linked to the Digital Banking profile of a Primary Company under an accommodation request by a requestor, who is the owner and/or authorized principal of the Primary Company and an owner of the Personal Accounts and/or Personal Loans.

If one or more of your Personal Accounts and/or Personal Loans are linked to the Digital Banking profile of a Primary Company, then you agree and acknowledge that: (i) the accommodation is authorized because an owner and/or authorized principal of a Primary Company can request through Business Digital Banking that one or more Personal Accounts and/or Personal Loans that he or she or they own, including as a joint owner or joint borrower, be linked to the Digital Banking Profile of the Primary Company without the express permission from another joint owner or joint borrower or authorized signer; (ii) each present and future CSA and Authorized User under the Primary Company's Digital Banking profile is authorized to access and act on your Personal Accounts and/or Personal Loans through Digital Banking, including, but not limited to, viewing your account numbers, transactions, other sensitive personal or account information and engaging in money movement through one or more Digital Banking Services without regard to whether the CSA or Authorized User is also an owner of, borrower of or an authorized signer on the Personal Accounts and/or Personal Loans; and (iii) you are responsible for any negative balances or other liabilities caused by a CSA or Authorized User and any fees and interest as a result of a CSA or Authorized User accessing one or more overdraft protection products (e.g., another deposit account or line of credit linked to a particular deposit account, such as checking account, in order to prevent negative balances), consistent with this Agreement, the Deposit Account Agreement and any Related Documents.

Also, you agree and acknowledge that money movement by a CSA or Authorized User includes, but is not limited to, domestic wires, under the Wire Transfer Payment Service, regardless of whether you have enrolled in the Wire Transfer Payment Services through Personal Digital Banking. Please note: Any previous instruction from you to exclude one or more Personal Accounts from the Wire Transfer Service will not be applicable under an accommodation to link commonly owned accounts to the Digital Banking profile of a Primary Company. If you do not want one or more Personal Accounts to have domestic wires services, then you must call Customer Care for your applicable Division, as set forth above in PART A, Section 5, and request to unenroll the Personal Accounts from the Wire Transfer Payment Service on the Digital Banking profile of the Primary Company.

For further information regarding an accommodation request through Business Digital Banking to have commonly owned accounts linked to the Digital Banking profile of a Primary Company, please see PART E, Section 84, entitled, "Commonly Owned Account Linkage," below.

#### **80. External Transfer. Acceptance of this Agreement will not automatically enroll you in the External Transfer Service. The use of this Service requires separate enrollment.**

You may be able to enroll an external deposit account ("External Account"), with or without agreeing to a separate Related Document, in order to make a transfer from one or more of your Eligible Accounts to one or more of your deposit accounts held outside of the Bank, which includes an account held at a Division of the Bank, that is held by you or a third party (provided that you are authorized to transact on the account) or make a transfer from your deposit account held outside of the Bank to a Deposit Account held at the Bank (each, an "External Transfer").

Note: Transfers from your Eligible Accounts to another person's account at a different financial institution is called an "external transfer to a friend," which is an ancillary service that may require enrollment and acceptance of additional terms and conditions. The "external transfer to a friend" is subject to the dollar limits set forth above for External Transfers.

*Availability of Funds.* For incoming transfers from an External Account, we will hold the funds for 2 Business Days starting the Business Day after we have received the incoming transfer and make the funds available by the 3rd day. However, if your deposit account relationship is less than 31 days old, then we will hold the funds for 5 Business Days starting the Business Day after we have received the incoming transfer and make the funds available by the 6<sup>th</sup> Business Day.

*Cancelling an External Transfer.* You may schedule one-time and recurring External Transfers. You may cancel any one-time or recurring External Transfers if you do so at least two Business Days prior to the scheduled delivery date. You may NOT cancel any

immediate External Transfer requests. Scheduled one-time and recurring External Transfers can only be canceled by placing a request through your Digital Banking, or by calling your Division's Customer Care Center. An External Transfer CANNOT be cancelled once it is in process. (An "immediate" transaction is one that you schedule to begin processing immediately at the time of your instruction, rather than on a future date.)

*Enrollment of an External Account.* Not all accounts are eligible for External Transfers. Only checking, savings, or money market accounts owned by personal customers are eligible. We reserve the right to limit transfer eligibility to certain account types and to change eligibility for External Transfers.

Also, to facilitate the transfer of funds to or from an External Account, which does not include external transfer to a friend, you must complete the account verification process. As part of the verification process, we offer two methods. One verification process is instant account verification (which Digital Banking may refer to as "Bank login information"). The other verification process is trial deposits (which Digital Banking may refer to as "Bank account information"). Each time you add an external deposit account to your Digital Banking profile, you generally will be prompted to pick one of these verification methods. However, in the event instant account verification is not available, you will be required to use the default verification method of trial deposits. If you choose to use the instant account verification process, you will be prompted to enter your banking credentials for accessing your external deposit account. Instant account verification will authenticate your banking credentials immediately, which will allow the External Transfer Service to add your external deposit account quickly.

If you choose to use the trial deposit verification process, you will be prompted to enter your legal financial institution's name, nickname for the external account (if applicable), external account and routing number, and external account type and your internal account that you prefer to be used to fund the external account. Next, you will be required to confirm that the routing number matches your financial institution and the account type and account number is correct. Then, after confirmation of the applicable external account you want linked to your Digital Banking profile and/or re-acceptance of this Agreement, the External Transfer Service will make two trial deposits to and one withdrawal from your External Account. Then, you must sign in to Digital Banking and verify the two trial deposit amounts. You must have access to the External Account to verify the amounts of the trial deposits to complete the verification process. You must complete the verification process within 60 days. Further, you understand and agree that the one debit withdrawal to your External Account, which will be the sum of the two trial deposit credits, may count towards any transaction limitations and fees your financial institution imposes on the External Account.

Further, for External Transfers that are Automated Clearing House (ACH) transactions, you and each External Transfer are subject to the Nacha Operating Rules then in effect. Not all types of accounts are eligible for ACH transfers. You may be subject to penalties by the third-party financial institution, or may suffer negative tax consequences, for certain transactions involving retirement (401k, IRA, etc.), savings trust loans, custodial and other types of accounts. It is your responsibility to verify with the third-party financial institution any restrictions regarding transfers to or from any External Account that you enroll.

*ACH Terms for External Transfers.* You agree and acknowledge that when you use Digital Banking to initiate an External Transfer that you authorize the Bank and/or its service provider, to initiate an ACH transaction to your account. You agree and acknowledge that the origination of all ACH transactions to your External Account or Deposit Account must comply with U.S. law.

You agree and acknowledge that the Bank is not required to give you next-day notice after the Bank's receipt of any ACH credit for a rejected or returned transfer request, instead notification is sufficient by posting the re-credited amount to the applicable deposit account held at the Bank used for the debit and listing it on your deposit account statement.

**Customers enrolled in Personal Digital Banking please note that PARTS E and F of this Agreement are only applicable for Customers enrolled in Business Digital Banking and/or customers with Business Accounts. You may skip ahead to PART G for Definitions.**

## **PART E – Digital Banking Services Offered Only to Customers Enrolled in Business Digital Banking**

PART E sets forth the terms and conditions for Digital Banking services and, if applicable, one or more Digital Banking accommodations that are only offered and/or available upon request to customers enrolled in Business Digital Banking. Specifically, you agree and acknowledge that: a) the Digital Banking services and/or accommodations set forth in PART C and this PART E apply to customers that are enrolled in Business Digital Banking; and b) customers that are enrolled in Business Digital Banking and/or own Business Accounts are subject to the additional terms and conditions in PART F.

### **81. Commonly Owned Account Linkage.**

*Accommodation.* If you are an owner and/or authorized principal of one or more businesses that hold Eligible Accounts and/or a sole or joint owner of personal Eligible Accounts, then you may request, by either coming in person to a branch for your Division or calling Customer Care for your Division as set forth in PART A, Section 5 above or, if available, through Business Digital Banking, that we allow one or more of those Eligible Accounts to be linked to the Digital Banking profile of one business you own. Specifically, upon request, we may allow for an accommodation where one Business Digital Banking profile, which belongs to the Primary Company, is allowed through its CSA and, if entitled accordingly by a CSA, Authorized Users to access financial information, move

funds in, out and among Eligible Accounts of businesses you own and/or personal Eligible Accounts you own, whether solely or jointly, (including accounts held outside of Bank, such as through External Transfers, Bill Pay, ACH, wires, etc.) without Primary Company giving notice or obtaining permission from the owners and/or authorized signers of the commonly owned Eligible Accounts each time there is access or transaction activity through the Business Digital Banking profile of Primary Company. However, you agree and acknowledge that the Bank is under no obligation to provide you with such accommodation, even if the Bank has done so in the past, and the Bank may, at any time and from time to time, change the specific requirements for maintaining the accommodation for commonly owned account linkage.

*Acknowledgements.* You agree and acknowledge that:

- a) You are an equity owner in each business that holds an Eligible Account that you are seeking to link to the Business Digital Banking profile of Primary Company and you are an owner, whether solely or jointly, of each Personal Account and/or Eligible Account that is not held in the name of business that you are seeking to link to the Business Digital Banking profile of Primary Company;
- b) The Bank did not, at any time, require you to link commonly owned Eligible Accounts to the Digital Banking profile of Primary Company, the Bank highly recommends that you consult with legal counsel and/or an accountant prior to you requesting commonly owned account linkage, and the Bank, if we accept the request, is providing the commonly owned account linkage as an accommodation and at your express request made on behalf of each owner of each Eligible Account;
- c) There are risks associated with linking commonly owned accounts to the Digital Banking profile of Primary Company, including, but not limited to, negative impact that may arise due to commingling funds of separate legal persons and having CSAs and/or Authorized Users access Eligible Accounts not in the name of Primary Company in order to view financial information and engage in money movement (including transfers and/or Orders to another account that is owned by a different legal person which then can be further transferred or withdrawn by any means or person authorized for transfers or draws from that account, including a Personal Account);
- d) If Primary Company is enrolled in wires services, then Primary Company may access each Eligible Account linked to its Digital Banking profile to engage in wire services regardless of whether the owner(s) of the Eligible Account enrolled the Eligible Account in wire services offered by Digital Banking or has specifically instructed Bank to unenroll the specific Eligible Account from wire services on another Digital Banking profile;
- e) If you do not want one or more Personal Accounts to have domestic wire services and/or you do not want one or more Business Accounts to have wire services, then you must call Customer Care for your applicable Division, as set forth above in PART A, Section 5, and request to unenroll the Personal Account(s) and/or Business Account(s) from the Wire Transfer Payment Service on the Digital Banking profile of the Primary Company.
- f) Bank is not obligated to make any inquiry with respect to any transfer or other transaction initiated or requested by a CSA and/or Authorized User using their Access Credentials and/or the Primary Company's agreed upon Security Procedures. Subject to applicable consumer protection laws (e.g., Regulation E), all transfers or transactions made by a CSA, Authorized User and/or another person using a CSA's and/or Authorized User's Access Credentials shall be deemed "authorized" and effective as against the owner(s) of the Eligible Account, even if the transfer or transaction was not in fact authorized by owner(s);
- g) A CSA or Authorized User could: (i) execute a transfer that results in a negative balance in any Eligible Account linked to the Digital Banking profile of Primary Company; and/or (ii) cause a transfer of available balances (regardless of whether it is an Eligible Account linked under the commonly owned account linkage accommodation) or draw on any available credit as a result of an Eligible Account being connected to any product designed to prevent negative balances (including without limitation overdraft protection, line of credit, sweeps, other Eligible Accounts or deposit accounts, etc.) ("Negative Balance Prevention Product");
- h) Primary Company shall be jointly and severally liable for any transfers by a CSA or Authorized User which causes: (i) any negative balance in any Eligible Accounts linked to the Digital Banking profile of Primary Company; and/or (ii) any draw or transfer affecting any Negative Balance Prevention Product (for the amount of the transfer or overdraft, whichever is less).
- i) We have no obligation to notify owner(s) of the Eligible Accounts of any transfers or transactions made by the Primary Company, other than disclosing transfers by account statements to the applicable owner and by making account information available via ordinary online access to owner(s); and
- j) You have the sole responsibility for: (i) continually assessing whether the commonly owned account linkage is acceptable for you and the other owners, including, but not limited to, the risks associated with having others entitled to access the Eligible Account(s) when such individuals are not officers or owners or authorized signers of the applicable Eligible Account; (ii) informing us to unlink one or more Eligible Accounts when necessary; (iii) informing all the other owners of the Eligible Accounts that their Eligible Accounts are linked or unlinked, if applicable; (iv) reviewing entitlements of CSAs and Authorized Users; and (v) ensuring at least one CSA of Primary Company is an owner, authorized principal or officer of Primary Company and that CSA has granted access to the owner, authorized principal or officer of each legal person that owns the linked Eligible Account.

*Personal Accounts or Personal Loans Under an Accommodation.* With respect to any personal Eligible Accounts (for which you are a sole or joint owner or joint borrower) linked to the Digital Banking profile of Primary Company, please see PART D, Section 81, for applicable terms and disclosures (including, but not limited to, those concerning the access or ability of any CSA or Authorized User

(designated and/or entitled by Primary Company or a CSA) may or will have in affecting such personal Eligible Accounts).

*Unlink Your Eligible Accounts.* If you no longer approve of the linkage, you must contact Customer Care for your applicable Division as set forth above in PART A, Section 5, and instruct us to unlink your Eligible Accounts from the Digital Banking profile of Primary Company. Also, you agree and acknowledge that you will allow a reasonable amount of time of not less than two Business Days for us to act upon your request. Please note: If an Eligible Account is unlinked, then all future one time and recurring transfers or payments (e.g., Bill Payments and internal transfers) scheduled by the Primary Company's CSA or Authorized User on that Eligible Account will be terminated as well.

*Legal Process.* You agree and acknowledge that Bank may treat a writ (including a writ of attachment, execution, garnishment, or replevin), levy, search warrant, seizure warrant, forfeiture order, receivership order, or similar or other order purporting to apply to or affect an account, including the taking or freezing of funds in an account (collectively, "Legal Process") in the name of Primary Company or any owner whose Eligible Account is linked to Primary Company's Digital Banking profile as though it is in the name of any other owner (even though the owner is not specifically named in the Legal Process), if Bank, in its commercially reasonable discretion, decides there is ambiguity as to the Legal Process application arising from (directly or indirectly) Primary Company's and/or each owners participation or agreement to the commonly owned account linkage accommodation.

Nothing in this subsection is intended to expand the application or effectiveness of Legal Process under applicable law.

## **82. Digital Invoicing, Payment Acceptance, and Accounting Service.**

Through the Digital Banking service, and subject to your acceptance of separate additional terms with a third-party service provider, you may utilize the digital invoicing, payment acceptance, and accounting service ("Digital Invoicing, Payment Acceptance and Accounting Service") to engage in accounting services or create invoices and/or accept payments in connection with your Eligible Accounts. We do not own or control the Digital Invoicing, Payment Acceptance, and Accounting Service, as it may be revised or updated from time to time. Therefore, you agree and acknowledge that we make no representation or warranty regarding its use and will not be responsible in any manner whatsoever for the action, inaction, errors, omissions or privacy or security practices of the Digital Invoicing, Payment Acceptance, and Accounting Service and/or the third-party service provider. You agree and acknowledge that upon agreement to the end user terms provided by the third-party service provider, presented within Digital Banking, that: (i) you are entering into a separate contract with the third-party service provider and we are not a party to that contract; (ii) you are authorizing us to release all information, including non-public personal information, including, but not limited to, taxpayer identification number, account numbers and sales information, that the third-party service provider deems reasonable in connection with providing the Digital Invoicing, Payment Acceptance, and Accounting Service; (iii) you are authorizing the third-party service provider to credit (for payments and adjustments) and debit (for fees, adjustments, and chargebacks) the deposit account as described in the end user terms; and (iv) you are authorizing the third-party service provider to charge its own processing rates for card payments and ACH payments, which are separate and in addition to the monthly fee charged in connection with the Accounting and Reporting portion of the Digital Invoicing, Payment Acceptance, and Accounting Service. However, there is no monthly fee for solely using the Invoicing and Payment Acceptance portion of the Digital Invoicing, Payment Acceptance, and Accounting Service (which has payment processing fees per card or ACH payment).

Further, by accessing and/or using one or more features of the Digital Invoicing, Payment Acceptance, and Accounting Service, you agree and acknowledge that any person entitled by a CSA to use the Digital Invoicing, Payment Acceptance and Accounting Service will be able to view the balances and transaction history of your applicable Eligible Accounts and may be able to request that your patrons or payors send money to one or more of your Eligible Accounts without regard to whether the person is authorized at the applicable Eligible Account level to view or engage in money movement.

## **83. Automated Clearing House ("ACH Service")**

*Scope.* Subject to credit and other approvals by us, credit limits established by us, and your acceptance of required Related Documents, you can use Digital Banking to submit files to originate ACH credit Entries. We are willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. You are responsible for all Entries to the fullest extent provided by law and as set forth in this Agreement, including applicable Related Documents.

*Nacha Rules.* You agree to comply with the Nacha Rules (the "Rules") for all Entries, whether an Entry is sent through an automated clearing house. You can obtain a copy of the current Rules at <https://www.nacha.org> or by telephoning Nacha at (703) 561-1100. As used in this Agreement, "Entries" includes both the meaning provided in the Rules and entry data you submit from which we may prepare Entries.

*Processing Entries.* You must submit your Entries to us in compliance with the Rules in the manner we designate, including any terms or instructions that may be presented to you on-screen when submitting Entries. Unless we have otherwise agreed in writing after credit underwriting, you must submit credit Entries to us at least one (1) Business Day before the payment date.

You may not originate Entries using Standard Entry Class Codes other than PPD without prior notice to and written approval from us. We may require you to submit an application in the form and content acceptable to us, and your execution of supplemental schedules, agreements, and other documents as we may require, as a condition precedent to your use of other Standard Entry Class

Codes. By way of example, the foregoing restrictions and requirements may apply to your use of CCD, CTX, ARC, RCK, BOC, POP, WEB, IAT or TEL Standard Entry Class Codes, or if you are engaging in cross-border (International) transactions. We may block unapproved use of a Standard Entry Class Code or an unapproved cross-border transaction.

Except as provided below for On-Us Entries, we shall: (i) process Entries received from you to conform with the file specifications set forth in the Rules; (ii) transmit such Entries as an ODFI to an ACH Operator selected by us in our sole discretion ("ACH Operator"); and (iii) settle for such Entries as provided in the Rules. We shall transmit or complete the necessary authorizations for ACH Entries by the deadline of the ACH Operator, one (1) Business Day prior to the Effective Entry Date shown in such Entries, provided: (a) such Entries are received by our related cutoff time on a Business Day; (b) the Effective Entry Date is at least one (1) Business Day after such Business Day; and (c) the ACH Operator is open for business on such Business Day. Entries shall be deemed received by us when the transmission and compliance with any related security procedure is completed. If any of the requirements of this paragraph are not met, we may use reasonable efforts to transmit such Entries to the ACH by the next deadline of the ACH Operator which is a Business Day and a day on which the ACH Operator is open for business.

*Same-Day Entries.* We reserve the right to send any Entry request on a "same-day" basis, for settlement on the same day as the Effective Entry Date, subject to applicable fees. In any event, we do not represent, warrant, or otherwise guarantee that receiving depository financial institutions will post same-day ACH Entries by applicable deadlines. We may utilize same-day processing for any Entry in our discretion even if you did not intend the Entry to be processed using same-day processing. In such cases, you are still responsible for all fees associated with same-day processing.

*Funding.* All ACH credit files must be pre-funded unless otherwise agreed in a separate writing signed by us. "Pre-funded" means that we will debit your offset (i.e., payment) Eligible Account, which must be a business deposit account type, for an amount equal to the total of your ACH file for ACH credits. That offset will be made on the day your file is sent to the ACH network for processing (i.e., typically one (1) Business Day prior to the transaction effective date). Sufficient funds must be available in your offset Eligible Account at the time the batches are processed. If sufficient funds are not available then we will process only those batches for which sufficient funds are available, in the order those batches appear within your file. Batches for which sufficient funds are not available will suspend and will be attempted again in the next available settlement window. If a batch cannot be processed the night before the effective date of that batch, that batch will not be processed. Also, in the event your offset Eligible Account, which is the deposit account that is designated to fund the ACH Entries, is a consumer deposit account, you agree and acknowledge that processing of your ACH File(s) will fail, and we will not be liable in any manner whatsoever.

If we do not require your file to be prefunded, we may still refuse your ACH credit file if you have insufficient available funds in your Eligible Account on the date, we initiate the transaction (e.g., one (1) Business Day prior to the settlement date for an ACH credit entry or debit reversal) or on the payment/settlement date. We may also require you to maintain sufficient available funds in your Eligible Account prior to the processing of your files. We may also place a hold on funds pending processing of your files. If we have reason to believe you may not have adequate funds to cover your ACH file, we may delay execution until we receive adequate assurance from you that the funds will be available. Unfunded batches may be deleted by the Bank in its sole discretion.

*Prenotifications.* You agree and acknowledge that the ACH Service will automatically create and send pre-notification Entries (prenotes), as defined in the Rules, each time you establish a new recipient. Pre-notifications must precede the first live ACH Entry by at least three Business Days. You agree and acknowledge that the ACH Service will not allow you to make an ACH Entry for a Receiver until the prenote process has been completed with no rejection or return. If you receive notice that a prenotification has been rejected or returned, you agree to research the problem and make any necessary corrections before transmitting another Entry. You agree not to send any Entry when a prior pre-notification for that Entry has been rejected or returned, unless you have first corrected the reason for the rejection or return. We may provide you with an Alert if we have been advised that there is a change or problem with the bank account information submitted for one or more of your recipients. However, to view the full details of the alert for a notice of change ("NOC") and/or return, an ACH entitled user or CSA must sign in to Digital Banking and go into your Alerts inbox. If you do not make the necessary changes, which may include setting up a new ACH recipient subject to a new prenote waiting period, any subsequent payments to the recipient may fail.

*Notifications of Change.* We will notify you of all Notifications of Changes (NOC) received by us relating to Entries transmitted by you to us, no later than two Business Days after the Business Day of receipt. Notice by us, in our discretion, may include electronic notice (which may require you to sign in to Digital Banking). You must make the changes specified in an NOC or corrected NOC: (a) within six Business Days of receipt and no later than prior to initiating another Entry to the Receiver's account; or (b) as otherwise required in the Rules, if the Rules specify a different time for correction.

*Your Representations and Warranties.* In addition to the representations and warranties provided by you under the Agreement, with respect to each Entry initiated by you, you represent and warrant to us and agree that:

- a) You shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two years after they expire, and other documents related to Entries for a period of six years. Without limiting the foregoing, each person as the Receiver of an Entry received by us from you has authorized the initiation of such Entry, and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry. You will provide us with a copy of such authorization whenever requested to do so within five

Business Days. Such authorization is operative at the time of transmittal or crediting / debiting by us as provided herein;

- b) Entries transmitted to us by you are limited to those types of credit Entries set forth in this Agreement and will not exceed the dollar limits established and amended by us, in our sole discretion. You will not divide a transaction into more than one Entry to avoid these limitations. Our processing of Entries in an amount greater than the established limit(s) shall not be deemed a waiver of this provision and we may cease processing Entries in a greater amount at any time without prior notice;
- c) You shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the treatment of a payment of an Entry by the Receiving Depository Financial Institution ("RDFI") to the Receiver as provisional until receipt by the RDFI of final settlement for such Entry;
- d) You will not use the ACH Service to collect or otherwise facilitate: (i) payments for goods or services sold by third parties; (ii) payments that are unlawful under applicable federal or state law; (iii) obligations owing to third parties; or (iv) obligations related to cash advances by you; and
- e) You hereby make the same representations and warranties to us with respect to Entries sent by us to an ACH Operator upon your authorization as we are deemed to make under the Rules, and we shall have no responsibility with respect to matters so represented and warranted by you.

You agree to indemnify us against any loss, liability, or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

*Your Instructions.* We are not responsible for detecting or rejecting duplicate Entries or files. If you give us an Entry or file that is incorrect in any way, we may charge your Eligible Account for the payment regardless of whether we could have detected the error.

*Cancellations.* Digital Banking may provide an online tool to cancel an ACH file that has not yet begun processing. You can also cancel files that have not begun processing by calling Customer Care Center for your Division Bank. A file which has begun processing cannot be cancelled or amended. To cancel one in a series of recurring files, we may require that you cancel the series and reschedule the remainder of the series. We may, in our discretion, permit you to amend a scheduled file or may require that you cancel it and reenter the desired file.

*Notice of Returns.* We may notify you electronically (which may require you to sign in to Digital Banking), in writing, by telephone, or otherwise regarding any Entry or file that is rejected or returned for any reason. We are not obligated to credit your Eligible Account with any interest unless the return is caused by our failure to properly execute the Entry or file. We may attempt to reprocess the Entry or file if the return is due to our error, and we have sufficient data to do so. Also, you agree and acknowledge that we may make changes to a recipient or ACH file, or ACH Entry based on correction instructions when it was not our error due to the information received in a notice of return or require that you do so. Further you agree and acknowledge that the foregoing may require you to create a new recipient, subject to a new waiting period while the prenote is in process for any new recipient. You agree to reimburse us promptly for any debit to another account that is reversed, adjusted, or returned. You agree not to resubmit any debit if the account owner stops the payment.

*Retention.* In addition to any retention obligations of yours under this Agreement, you agree to retain and make readily available to us on request all information necessary to remake any files of Entries for ten Business Days following the Settlement Date.

*Audit.* In addition to the audit commitments otherwise provided under the Agreement, if transactions you conduct involve some use of the Internet, then you agree to conduct an internal security audit at least annually to ensure that the financial information obtained from Receivers is protected by security practices and procedures ("security audit") that include, at a minimum, adequate levels of: (i) physical security to protect against theft, tampering, or damage; (ii) personnel and access controls to protect against unauthorized access and use; (iii) network security to ensure secure capture, storage, and distribution of financial information; and (iv) any other items identified in the Operating Guidelines of the Rules. Upon our request, you agree to have an external security audit conducted within sixty (60) days of the request. The external security audit will include the same items described in this paragraph for an internal security audit. You agree to provide us with a copy of each internal and external audit report, as applicable, in a format acceptable to us within (30) days from the completion of the audit.

Without limiting the foregoing, you specifically agree to establish data security policies, procedures and systems as required by the Rules. This requires you to: (A) Protect the confidentiality and integrity of Protected Information; (B) Protect against anticipated threats or hazards to the security or integrity of Protected Information until its destruction; and (C) Protect against unauthorized use of Protected Information that could result in substantial harm to a natural person. Such policies, procedures, and systems must include controls that comply with applicable regulatory guidance on access to all systems used by you to initiate, process and store Entries. Nacha defines Protected Information as the nonpublic personal information, including financial information, of a natural person used to create or contained within an Entry and any related Addenda record.

## **PART F – Specific Terms and Conditions for Business Accounts and/or Customers Enrolled in Business Digital Banking**

PART F sets forth the terms and conditions that only apply to customers that are enrolled in Business Digital Banking and/or have Business Accounts that are Eligible Accounts. Specifically, you agree and acknowledge that this PART F of this Agreement contains additional terms and conditions that apply to your Business Accounts and/or use of Business Digital Banking.

**84. Your Customer System Administrator.** You must always have at least one CSA to access and/or use Business Digital Banking. However, you may have more than one CSA. **You hereby fully authorize each CSA to act as your designated agent in all matters regarding Digital Banking itself and transactions using Digital Banking.**

Also, you agree and acknowledge that if you have an accommodation that allows your commonly owned Eligible Accounts to be linked to the Digital Banking profile of Primary Company, then you are responsible for current and future monitoring of each CSA and Authorized User in order to ensure that they are entitled in a manner that provides the least amount of inappropriate access and money movement among accounts that are not in the name of Primary Company.

Further, you agree and acknowledge that your CSA's authority and Access Credentials shall remain in place until: a) you deliver formal written notice of revocation to us; b) your CSA notifies us by calling the Customer Care Center phone number for your Division; or c) that CSA's Access Credentials are revoked online by another CSA using Digital Banking service's self-administration functionality; but in each case we shall have a commercially reasonable time and opportunity to act upon that written notice or online revocation. In addition, we may revoke or refuse to accept your CSA's authority and Access Credentials in connection with Digital Banking at any time without prior notice.

*Role and Responsibilities.* The role of CSA comes with a significant amount of responsibility. Specifically, each CSA can have complete control over all your Eligible Accounts within Digital Banking, and each CSA can create new CSAs and Authorized Users without your knowledge. Also, each CSA serves as the main point of contact for you when working with the branch or Customer Care.

You are responsible for ensuring that: a) Access Credentials for your Digital Banking service's self-administration functions are not issued to an Authorized User whom you do not intend to be CSA; b) all users have an accessible email address set forth in their profile within Digital Banking in order for the CSA to instruct Digital Banking to send a link to the user requesting a password reset; c) the CSA will completely remove entitlements and profiles of users that are inactive or otherwise no longer authorized to act on behalf of and for you in connection with Digital Banking; and d) each CSA will closely monitor the entitlements of each individual authorized in order to ensure accuracy of said entitlements, especially when there are upgrades, changes, etc. by us to the Digital Banking platform and/or when a new CSA or Authorized User is added, deleted, or otherwise modified by the CSA.

In all matters regarding your Digital Banking service, we shall be entitled to accept, rely upon and act upon, without further inquiry, any written, electronic, or oral instructions, directions, consents, waivers, and agreements that are received by us from any CSA.

*User Management.* A One-Time Passcode (OTP) will be generated and sent to the destination of choice when a user accesses "User Management" in Digital Banking. In some cases, accessing User Management multiple times within the same session may trigger another OTP for added security. If a certain amount of time has passed during the session, then the user may need to be authenticated again with another OTP.

Additionally, each time and, when applicable, more than once in a session, we will require that your CSA be authenticated with an OTP and/or other Access Credential each time the CSA creates new Authorized Users or views or makes any changes to Authorized Users.

A CSA must review the current list of users and ensure that a valid email address is on file for each user. We also recommend that each user have a mobile phone number on file to ease using MFA.

*Entitlements.* You agree and acknowledge that you are solely responsible, and we are not liable, in any manner whatsoever, for you and each CSA to: a) understand the differences between full entitlements and custom entitlements offered by Digital Banking; b) properly set full and/or custom entitlements; and c) manage and monitor full and custom entitlements in the way you want them to work in order to properly restrict access by one more Authorized Users. Also, you agree and acknowledge that it is your responsibility that each CSA ensures that all entitlements to Eligible Accounts and features through Digital Banking are appropriate for each user. If there are any users who should no longer be associated with the business profile, then a CSA should delete those users.

*Full Entitlements.* When your CSA authorizes an Authorized User to have full entitlements, it means the Authorized User will be able to access all Eligible Account information (which may include the ability to download or otherwise export Eligible Account information) and engage in all enrolled money movement services without any restrictions or supervision.

*Custom Entitlements.* When your CSA authorizes an Authorized User to have custom entitlements, it means the Authorized User may only be able to have restricted access to certain accounts and engagement in enrolled money movement services. For example, an Authorized User can be restricted to View Only and therefore would be restricted from money movement capabilities unless given permission by the CSA for one or more services that allows for transaction capability. Another example, an Authorized User can be

restricted to engage only in one or more types of money movement services along with frequency, dollar, and approval restrictions. In addition to the discussion above on entitlements, it is very important that you also understand that your enrollment in Business Digital Banking means you agree to and acknowledge the following:

- (1) When a CSA entitles an Authorized User to access a service (e.g., Bill Pay or Digital Invoicing), then the Authorized User will have access to everything associated with that service (up to and including the ability to transact against any Eligible Accounts associated with that service, such as paying bills even if other entitlements restrict access to the Eligible Account for that Authorized User). Specifically, the entitlement for the applicable Digital Banking service may trump any restrictions set on the Authorized User for viewing and/or transacting on the applicable Eligible Account.
- (2) When a CSA fully entitles an Authorized User, that is a short cut to giving the Authorized User access to everything (accounts, features, capabilities, etc.). If you want an Authorized User to be subject to certain restrictions on how the Authorized User can access your Eligible Accounts through Digital Banking, then the CSA should not fully entitle the

Authorized User and should instead use custom entitlements and carefully select the options that are presented for customization.

*CSA's Authority and Responsibilities.* When a CSA acts or does not take action, it can significantly affect what Authorized Users can and cannot do in connection with viewing your Eligible Accounts, transacting on your Eligible Accounts and/or approving transactions set up for Dual Authorization. For example, if a CSA fails to set any of the Authorized Users as an approver for a specific feature or transaction (including, but not limited to, money movement where funds leave the Bank), then any initiated transactions requiring Dual Authorization will fail. You agree and acknowledge that each of your CSA's authority includes, without limitation, the power to:

- designate, on your behalf, one or more additional CSAs for your Digital Banking service;
- issue additional Access Credentials for performing CSA functions;
- unlock, lock, or reset multi-factor authentication, in event the CSA or Authorized User cannot interact with their email address or phone number associated with the multi-factor authentication tool; amend the terms of your Digital Banking service application, or any instructions or specifications therein or pursuant thereto;
- **accept, enter into or amend the terms of any Related Documents in connection with Digital Banking, including Addenda for additional functionality such as alternate method of accessing Digital Banking, specialized funds transfer services, or linking your Digital Banking service with other customers' Digital Banking Services;**
- receive on your behalf, as your designated agent, any legal notices (including notices of amendment to or termination of this Agreement), transaction notices or disclosures from us in connection with Digital Banking;
- suppress the delivery of paper deposit statements, loan statements, certain tax document and other documents described in the eDocuments Service; and
- enter into or issue and deliver Related Documents and other instructions that, without limitation:
  - a) designate optional service functions you wish to be activated;
  - b) set limits Digital Banking may allow you to impose (e.g., dollar limits) for certain functions;
  - c) designate Eligible Accounts accessible via your Digital Banking; and
  - d) designate one or more Authorized Users, and issue them Access Credentials, including, but not limited to, resetting passwords for Authorized Users with a temporary PIN or, if a new user, a temporary password, for using Digital Banking, subject to limits configurable by the CSA.

**85. Authorized Users.** Through his or her Access Credentials, an Authorized User can access Digital Banking's functions, subject however to restrictions imposed by Digital Banking itself or by your CSA (as permitted by Digital Banking's self-administration functionality). Also, an Authorized User can edit the contact information outlined in Digital Banking that belongs to the Authorized User without the knowledge or permission of your CSA unless the CSA specifically disables the entitlement for the Authorized User by selecting "No Access" in connection with "Edit User Profile." The limits that can be placed on an Authorized User include, but are not limited to, the following: (i) restricting which Eligible Accounts can be accessed for transfers to and/or from; (ii) which to and/or from functions can be accessed; (iii) dollar thresholds for each type of transfer; (iv) view only (meaning no ability to engage in transactions for the applicable Eligible Account); and (v) requiring prior or secondary authorization by another Authorized User. We may, from time to time, change the available types of limits. An Authorized User is your agent for receiving notices from us regarding any transfer, transaction, or other instruction submitted to Digital Banking by that Authorized User or another Authorized User. That agency includes, but is not limited to, receiving (in paper or electronic delivery) any disclosures that we may be required by law to provide to you (including consumers) in writing.

You represent that each individual who is issued Access Credentials by your CSA, or by us at the request of you or your CSA, has general authority from you to view and transact in the Eligible Accounts associated with that person's Access Credentials (unless those credentials are limited to view only) and to otherwise exercise the capabilities associated with that person's Access Credentials, including, but not limited to, suppressing the delivery of paper deposit statements, loan statements, certain tax document and other documents described in the eDocuments Service.

You agree and acknowledge that an Authorized User's Access Credentials shall remain in place until: a) you deliver formal written notice of revocation to us; b) you notify us by calling the Customer Service phone number stated in this Agreement; or c) those Access Credentials are revoked online by a CSA using Digital Banking's self-administration functionality; but in each case we shall have a commercially reasonable time and opportunity to act upon that written notice or online revocation. In addition, you also agree and acknowledge that we may revoke or refuse to accept any User's Access Credentials at any time without prior notice. Authorized Users may be allowed to change their Access Credentials. However, once an Authorized User has been deactivated, the Username cannot be used again. Any reactivation of a previous Authorized User will require a new Username.

- 86. Dual Authorization.** As set forth in PART A above, (and in addition to all other terms and conditions set forth therein), you agree to use additional or modified authentication tool or method we may make available from time to time through the self-administration function or otherwise available to your CSA. For example, Digital Banking can be configured to require Dual Authorization for certain Orders (including, but not limited to, Wire Transfer Payment Services submitted via Business Digital Banking) be initiated and approved using the separate Access Credentials of two Authorized Users. In addition, we may ask for additional Access Credentials, such as OTP, from either or both Authorized Users even though the Order or other feature within Digital Banking is configured for Dual Authorization. Any transactions or features that have been enabled by you for Dual Authorization will fail in the event the approval by the applicable Authorized User is not provided properly and timely within Digital Banking. If a CSA fails to set any of the Authorized Users as an approver for a specific feature or transaction, then any initiated transactions requiring Dual Authorization will fail. You agree and acknowledge that we will not be liable in any manner whatsoever in the event of such failure.

Any  
Additional security tools are not part of the "Agreed Security Procedure" that we must satisfy to verify the authenticity of your Communications to us. However, if you choose to not use additional security tools, such as, but not limited to, Dual Auth, then you agree and acknowledge that you release and hold us harmless from any loss that you or we may suffer to the extent that such loss could have been detected, prevented, reduced, or recovered by your use of that additional security tool. (Note: the foregoing release and hold harmless provision shall not arise from your decision to not use Positive Pay, or ACH Positive Pay. However, we strongly recommend that you use Positive Pay, and ACH Positive Pay as part of your internal controls. We may contend in court that your failure to do so was negligent and a proximate cause of an experienced loss.)

- 87. Monitoring Your Digital Banking Accounts. You agree to exercise ordinary care in monitoring your Eligible Accounts in Digital Banking (including reviewing the transactions reported in Digital Banking on each Business Day), and to immediately notify us of any discrepancies.** If you do not notify us prior to the close of the Business Day after the first Business Day in which the questioned transaction first appeared in Digital Banking, the transaction may not be eligible for automated returns. Refer to PART A, Section 13 regarding your duty to review and report any discrepancies.

- 88. Alerts.** Business Digital Banking offers two types of Alerts: Optional and Mandatory. Optional Alerts may be turned on or off depending on your preference. Mandatory Alerts will be sent to your on-file email address, and you may not opt out of them. You may, however, select and edit other destinations.

A Fanout Alert is a broad communication for a general audience. These are sent to each user with the Fanout Alert entitlement, which is administrated by a CSA. Specifically, the CSA is responsible for all entitlements, including whether a user should have access to Fanout Alerts. Fanout Alerts are used for certain accounts in connection with activities that we have designated as such that may help mitigate risk if the business customer receives an alert as to the activity. This includes, but is not limited to, activity done by another user or system notifications regarding information provided for a payment, transfer, or enrollment. Like other Alerts, any user can edit their own destination preferences.

- 89. Primary Email.** Users with entitlements to view the Business tab of the My Profile screen will see information representing your business, including a Primary Email field in the Business Contact Information Section. To make updates, such as providing a valid email for your business, a CSA should contact our Customer Care Center.

## **PART G – Definitions – Terms defined in this Agreement and for purposes of this Agreement.**

PART G sets forth the definitions of terms utilized elsewhere in this Agreement and for purposes of this Agreement.

*Access Credentials* mean one or more Username (aka: Login ID, Company ID), password, identification number, one-time passcode, token, security question and answer, biometric identification (e.g., fingerprint or facial recognition) or other means of identification and authentication or combination thereof, that we require for signing in to or otherwise accessing Digital Banking or a particular function of the service.

*Account Agreements* mean all agreements and disclosures specifically governing your Eligible Accounts (including without limitation the Deposit Account Agreement, rate and fee schedules, applications and disclosure statements, and credit agreements).

*ACH Network* means the funds transfer system, governed by the National Automated Clearing House Association.

*Affiliates* mean companies related by common ownership or control.

*Alternative Security Procedure(s)* means the Security Procedure consisting of Access Credentials and any additional authentication tools or methods for the particular Order or Communications we have made available (such as Dual Authorization or an updated MFA method) and which you have effectively utilized (if any), but EXCLUDING any such additional tools or methods we have made available but you have not used effectively.

*Authorized User (for Business Digital Banking only)* means an individual who has been granted Access Credentials by us, or by your CSA to use Digital Banking as your authorized agent.

*Biller* means a person or entity you instruct us to pay via the Bill Pay Service. "Biller" includes, but is not limited to, an "e-Biller."

*Billing Account* means the checking deposit account you hold with us (or other account permitted by us) from which all service fees will be automatically debited. Unless otherwise agreed, your Billing Account will be your Bill Payment Account.

*Bill Payment* means the payment that is made through the Bill Pay Service to pay your Biller.

*Bill Payment Account* means the checking deposit account you hold with us (or other account permitted by us) from which Bill Payments will be debited.

*Bill Payment Instructions* mean the information you provide to the Bill Pay Service to make a Bill Payment to a Biller (such as, but not limited to, the Biller's name, your account number with the Biller, payment amount, Send Date, and Deliver Date).

*Bill Pay Service* means the Digital Banking service that allows you to pay your bills by scheduling one time and/or recurring payments to designated persons or entities and to receive certain electronic bills for such payments.

*Business Account* means a demand deposit (checking), savings, or other commercial asset account not established primarily for personal, family, or household purposes. Also, lines of credit and loan products may be included in this definition, provided approved as an Eligible Account.

*Business Customer* means each person, who generally is a business, that has a financial relationship with us and has established its Eligible Accounts for non-consumer purposes. Such persons include, but are not limited to, sole proprietorships, partnerships, limited liability companies and corporations.

*Business Day* means every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

*Business Online Banking* means the web-based Digital Banking services we generally make available to business customers via our Website.

*California Commercial Code* shall have the meaning as prescribed by, or set forth in CA UCC 1101 et. seq., as it may be amended from time to time.

*Channel* means each Personal Online Banking, Business Online Banking, and Mobile Banking is a "Channel" for accessing Digital Banking. Not all Channels are available to all customers.

*Check* means an Original Check, as defined in Regulation CC.

*Communication or Communications* mean any electronic communication between you and us using the Digital Banking service itself, including, but not limited to, submitting or acknowledging Orders for payments, amendments and cancellations of Orders, electronic messages through Digital Banking's Secure Message link, your customer profile updates, entering into and accepting Related Documents, and for Business Digital Bank Customers, a CSA performing self-administration functions.

*Customer System Administrator, or CSA, (for Business Digital Banking only)* means an Authorized User whose Access Credentials include the Digital Banking service's self-administration functionality. You are required to have at least one CSA. (Your CSA is your authorized agent in all matters regarding Digital Banking. Please see Section 84 of PART F above entitled, "Your Customer System Administrator.") If your Eligible Accounts are linked to the profile of another customer, then that customer's CSAs are deemed to be your CSAs as well.

*Deposit Account* means any checking, savings, or other deposit account with us that you have enrolled as an Eligible Account.

*Deposit Account Agreement* means our standard agreement governing your Deposit Accounts (together with its associated rate and fees schedules and disclosures), as amended from time to time.

*Digital Banking* means the Digital Banking services that we make available to customers pursuant to this Agreement, including services that are available within one or more Channels after additional enrollment and acceptance of Related Documents.

*Digital Banking Wires* mean Orders sent via the Digital Banking Wire Transfer Payment Service.

*Domain* means the email domain from which we will send one or more Notifications. (Please do not use the Domain to contact Customer Care.) Your email software should be set to not block emails from the following domain used by the Division of Zions Bancorporation, N.A. that provides your Digital Banking service:

For Customers of this Division:  
Amegy Bank

Domain:  
[customerserviceba@amegybank.com](mailto:customerserviceba@amegybank.com)

California Bank & Trust  
National Bank of Arizona  
Nevada State Bank  
Vectra Bank Colorado  
Zions Bank

[CBT.Questions@zionsbankcorp.com](mailto:CBT.Questions@zionsbankcorp.com)  
[customerserviceba@nbarizona.com](mailto:customerserviceba@nbarizona.com)  
[nsinfo@nsbank.com](mailto:nsinfo@nsbank.com)  
[information@vectrabank.com](mailto:information@vectrabank.com)  
[info@zionsbank.com](mailto:info@zionsbank.com)

*Due Date* is the date reflected on your Biller statement for which the payment is due. It is not the late date or grace period.

*e-Bill* means an electronic invoice or other electronic statement for payment that an e-Biller may present to you via the Bill Pay Service.

*e-Biller* means a Biller that presents e-Bills to you via the Bill Pay Service either at your request or on a trial basis under the terms of the Bill Pay Service's e-Bill feature.

*eDocument Communications* mean any statement, notice, disclosure, agreement, fee schedule, transaction or event record, invoice, response to claim or other communication regarding your enrolled eDocuments Account that we choose to provide by eStatement or eNotice instead of paper. "eDocument Communication" also includes eTax Documents that we make available for eligible accounts. eDocument Communications may contain information that we are required to disclose under the EFTA, the Truth in Savings Act, the Truth in Lending Act, the Equal Credit Opportunity Act, and the Fair Credit Reporting Act, as applicable, and including their implementing regulations.

*eDocuments Account* means a deposit account, loan account or other account with us which you have enrolled in the eStatements service, the eNotices service, the eTax Documents service, or some combination. Not all account types may enroll in an eDocuments Service.

*eDocuments Service* means the eStatements, eNotices and/or eTax Documents service(s) for your eDocuments Accounts.

*Eligible Account* means your Deposit Account or Loan Accounts with us that you have enrolled, in accordance with our procedures, to make such accounts accessible through Digital Banking. Some types of deposit and loan accounts cannot be enrolled. The types of accounts that can be enrolled are subject to change from time to time without prior notice.

*eNotice* means any eDocument Communication that is not an eStatement or eTax Documents. (Please note that "eNotice" includes any statement of transactions or balances in a loan account.)

*eStatement* means an electronic version of the paper account statement, including notices, disclosures and other information that would be printed on or with the paper statement. (Please be aware that a statement of transactions or balances in a loan account is deemed an "eNotice" rather than an "eStatement.")

*eTax Document* means any IRS tax reporting form that we make available for electronic delivery for an eligible account. We may from time to time, in our sole discretion, add or delete which IRS forms are included as eTax Documents in the Service.

*Eligible Transaction Account* means an eligible transaction account that you hold with us and: a) from which your payments will be debited; b) from which any service fees will be automatically debited; or c) to which payments and credits to you will be credited. The eligibility of any account type is subject to change in our sole discretion.

*Image Exchange Item* means a digitized image of an item cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.

*Internal Advance* means any transfer from a Loan Account to a Deposit Account with us, as provided under the Section entitled "Loan Advance" above.

*Internal Transfer* means any transfer of funds: a) to and from any of your Deposit Accounts; and b) from your Deposit Account to a deposit account of your friend that is also held with the Bank.

*Loan Account* means any of your eligible overdraft protection accounts (e.g., Reddi-Credit, Reddi-Reserve, Cash Reserve, or any other overdraft protection accounts we may offer from time to time), credit card accounts or other loans with us that is enrolled as an Eligible Account.

*MFA* means multi-factor authentication where, as part of the Security Procedures, Digital Banking may require a user to use multiple authentication methods. MFA combines two or more independent Access Credentials. For example, if a particular transaction or feature is deemed by us, in our sole discretion, to be a certain risk or sensitive, then we may ask for additional Access Credentials from the user (e.g., step-up authentication), such as a One-Time passcode ("OTP") before we will allow the transaction or feature to be submitted through Digital Banking. For security reasons, you must provide us with a valid email and mobile number in connection with a device that is SMS enabled, along with a valid phone number available to receive a phone call for a voice-speaking One-Time Passcode (OTP). You agree and acknowledge that MFA requires an accurate email, mobile and land line phone number, and we only support using SMS, phone or email for MFA destinations.

*Mobile Banking* means the Digital Banking services we make available to customers via their Mobile Devices and through Mobile Banking Software.

*Mobile Banking Software* means eligible software that you have downloaded for conducting Mobile Banking transactions.

*Mobile Device* means a cellular telephone, tablet, or similar wireless communication device that: a) has a camera that is installed with Mobile Banking Software; or b) can conduct mobile banking transactions by using other protocols we may choose to permit.

*Notification* means an email that we send you to an address specified by you, advising that a new eDocument Communication is available for review in Digital Banking.

*Online Banking* means accessing and/or using one or more of our Digital Banking services through a web browser, including a browser on your Mobile Device, instead of through our downloadable Mobile Banking app. Sometimes, we may also use the term "Desktop Banking" to refer to "Online Banking."

*Order*, which includes a Communication, means a payment order request received by us in your name instructing us to pay, or to cause another bank to pay, a fixed or determinable amount of money to you, a third party or any other beneficiary.

*Original* with respect to a Check means the first paper item issued with respect to a particular payment transaction.

*Payment Network* means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.

*Payor Financial Institution* means the United States Financial Institution ordered in an item to make payment to the payee(s) named on the item.

*Personal Account* means a demand deposit (checking), savings, or other consumer asset account (other than an occasional or incidental credit balance in a credit plan) owned by a natural person held directly or indirectly by a financial institution and established primarily for personal, family, or household purposes. It does not include an account that is owned by a trust or sole proprietorship. Also, lines of credit and real estate secured consumer loan products are not included in this definition.

*Personal Customer* means each person, who is generally an individual, that has a financial relationship with us and has established Eligible Accounts for personal, family or household purposes.

*Personal Online Banking* means the web-based Digital Banking service we make available to customers that have enrolled for Digital Banking services via our Website and are customers that are generally using their accounts for personal, family or household purposes.

*Primary Company* means the Business Customer that is enrolled in Digital Banking whose Digital Banking profile serves as the primary profile for when commonly owned Eligible Accounts are linked in order to allow its CSAs and Authorized Users access to those linked Eligible Accounts for viewing and/or money movement even though those Eligible Accounts are held in the name of individuals or other person(s) and not in the name of Primary Company.

*Provider Payment* means any amount of funds that our third-party service provider transfers on your behalf to a Biller when executing your Bill Payment Instructions before debiting your Bill Payment Account to reimburse itself. Each Provider Payment is made by our third-party service provider, not by us (your bank), and your obligation to reimburse all Provider Payments is incurred and owed directly to the third-party service provider (not to us). "Provider Payment" also includes the amount of any reimbursing debit by the service provider that may later be reversed.

*Regulation CC or Reg. CC* shall have the meaning as set forth in 12 C.F.R. 229, as it may be amended from time to time.

*Regulation E* shall have the meaning as set forth in 12 C.F.R. 1005, as it may be amended from time to time.

*Related Documents* mean any application, fee schedule, disclosures, set-up forms, specifications or addenda concerning the Digital Banking service. Related Documents can include, but are not limited to, terms for: a) optional or related functions that are accessed within or via Digital Banking; b) special conditions under which we are willing or unwilling to provide certain portions of Digital Banking; c) linking the Digital Banking service of two or more customers in approved cases; or d) otherwise amending this Agreement. A Related Document is not required to state it is a Related Document. Note: references in a Related Document to our "internet banking," "online banking," "business online banking," or "mobile banking" (or the like) service or agreement, shall be deemed references to Digital Banking, its Channels, and this Agreement, all as the context requires.

*Scheduled Payment* means a payment that has been scheduled through the Bill Pay Service but has not begun processing.

*Scheduled Payment Date* means the day you want your Biller to receive your Bill Payment. However, if the Scheduled Payment Date falls on a non-Business Day, the Scheduled Payment Date will be deemed the previous Business Day.

*Security Procedures* mean the Access Credentials and any additional or modified authentication tool or method we make available now or in the future (such as, but not limited to, MFA, Dual Authorization, security codes, personal identification numbers, procedures, algorithms, or key strokes, call backs or any other out of band authentication tool or method), to authenticate any Communications, including Orders, received by us in your name and/or prevent unauthorized access and/or use of a service provided by Digital Banking.

*Service* means the Digital Banking service.

*Substitute Check* means a paper reproduction of an item that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.

*Uniform Commercial Code* shall have the meaning as provided by the Uniform Law Commission and as adopted by the applicable state as the law of the state governing commercial transactions.

*Website:* Below you will find your Division's Website, and all related web pages, for offering Digital Banking services, enrolling Eligible Accounts and/or performing, authorizing, or canceling any specific Digital Banking service transaction. Your Division Website depends on which Division of Zions Bancorporation, N.A. provides your Digital Banking service:

Customers of:

Amegy Bank  
California Bank & Trust  
National Bank of Arizona  
Nevada State Bank  
Vectra Bank Colorado  
Zions Bank

Division Website:

[www.amegybank.com](http://www.amegybank.com)  
[www.calbanktrust.com](http://www.calbanktrust.com)  
[www.nbarizona.com](http://www.nbarizona.com)  
[www.nsbank.com](http://www.nsbank.com)  
[www.vectrabank.com](http://www.vectrabank.com)  
[www.zionsbank.com](http://www.zionsbank.com)