

# OnCard® Visa® Prepaid Account

## Terms of Use

Effective Date: April 3, 2018

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These Terms of Use constitute an agreement between Zions Bancorporation, N.A. dba Zions First National Bank and the “Divisions” that Zions Bancorporation, N.A. operates through with trade names that include Amegy Bank, California Bank & Trust, National Bank of Arizona, Nevada State Bank, Vectra Bank Colorado, and Zions Bank (collectively referred to in the Terms of Use as “ZB, N.A.,” “we,” “our,” or “us”) and you, and apply to and govern the use of our OnCard Website, which means your Division’s website, including the web pages, features, applications, and functionality available through that URL address, whether accessed via computer, mobile device, or otherwise (collectively, the “Site”) as well as any of the products and services offered by Zions Bancorporation, N.A. and its Divisions on the Site (“Services”). Your OnCard Website depends on which Division of Zions Bancorporation, N.A. would provide your OnCard Account:

<u>Customers of:</u>	<u>Division Website:</u>
Amegy Bank	<a href="http://oncard.amegybank.com">oncard.amegybank.com</a>
California Bank & Trust	<a href="http://oncard.calbanktrust.com">oncard.calbanktrust.com</a>
National Bank of Arizona	<a href="http://oncard.nbarizona.com">oncard.nbarizona.com</a>
Nevada State Bank	<a href="http://oncard.nsbank.com">oncard.nsbank.com</a>
Vectra Bank Colorado	<a href="http://oncard.vectrabank.com">oncard.vectrabank.com</a>
Zions Bank	<a href="http://oncard.zionsbank.com">oncard.zionsbank.com</a>

By using the Site or Services, you acknowledge and agree that you consent to the Terms of Use. If you do not agree to be bound by the Terms of Use, do not use the Site or Services. The Terms of Use are in addition to any other terms and conditions that may apply to accounts you have with us or any other activities or functionalities available through the Site. Please review your OnCard Visa Prepaid Account Agreement (“Account Agreement”). In the event of a conflict between the Terms and the specific terms and conditions of your Account Agreement or particular activities or functionalities available through the Site, the specific terms and conditions of your Account Agreement apply.

## 1. Eligibility

The Site and Services are not intended for use by anyone under the age of 18 without explicit permission from and under the supervision of a parent or guardian who assumes full responsibility for use by the minor. The Site and Services are intended for use only by residents of the United States.

## 2. Privacy

Zions Bancorporation, N.A. has made a commitment to protecting the privacy of those who access and use its Site and Services. The Online Privacy Statement and Privacy Notice are incorporated by reference in these Terms of Use, and by using the Site or Services, you are consenting to the Online Privacy Statement.

<u>Customers of:</u>	<u>Division Link:</u>	<u>Division Link:</u>
Amegy Bank	<a href="#">Online Privacy Statement</a>	<a href="#">Privacy Notice</a>
California Bank & Trust	<a href="#">Online Privacy Statement</a>	<a href="#">Privacy Notice</a>
National Bank of Arizona	<a href="#">Online Privacy Statement</a>	<a href="#">Privacy Notice</a>
Nevada State Bank	<a href="#">Online Privacy Statement</a>	<a href="#">Privacy Notice</a>
Vectra Bank Colorado	<a href="#">Online Privacy Statement</a>	<a href="#">Privacy Notice</a>
Zions Bank	<a href="#">Online Privacy Statement</a>	<a href="#">Privacy Notice</a>

## 3. Accountholder Responsibilities

Some areas of the Site and some Services are accessible only to cardholders. In order to access those areas of the Site, you will need to register, which includes providing us with your user credentials, such as an email address and password. We encourage you to use “strong” passwords that use a combination of upper and lower-case letters, numbers, and symbols.

You are solely responsible for (i) authorizing, monitoring, controlling access to, and maintaining the strict confidentiality of your user credentials; (ii) not allowing another person to use your user credentials; and (iii) any damages that may be incurred as a result of your failure to maintain the strict confidentiality of your user credentials. Zions Bancorporation, N.A. is not liable for any harm related to your disclosure of user credentials, or your decision (in violation of the Terms of Use) to allow another person or entity to access and use the Site or Services using your user credentials. You must immediately notify Zions Bancorporation, N.A. if you become aware of any unauthorized use of your user credentials or security of your account by using the contact information listed below.

## 4. Lost or Stolen Device; Unauthorized Transactions

If you believe that a device you use to access the Site or Services has been lost or stolen and someone has used or may use your device or your user credentials without your authorization to access or use the Site or Services, please immediately call us at 954-233-4093 from outside the U.S. or contact your Division’s Customer Service Department at the telephone number below from within the U.S.:

<u>Customers of:</u>	<u>Call:</u>
Amegy Bank	888-202-1006
California Bank & Trust	888-202-0716
National Bank of Arizona	888-202-0655
Nevada State Bank	888-202-0554
Vectra Bank Colorado	888-202-0453
Zions Bank	888-202-0305

## 5. Grant of License

Subject to the Terms of Use, Zions Bancorporation, N.A. grants to you a nonexclusive, non-transferable, revocable license, without the right to sublicense, to use the Site solely for its permitted use (“Your License”).

## 6. Termination

Zions Bancorporation, N.A. reserves the right, in its sole discretion, at any time, and without notice, to suspend or terminate Your License and deny access to restricted areas of the Site and the Services available on the Site. Termination of Your License may occur in the event that Zions Bancorporation, N.A. reasonably believes you are or might be in violation of the Terms of Use, any additional terms and conditions that may apply to the Services you are provided, or other Zions Bancorporation, N.A. policies. Furthermore, if you fail to comply with the Terms of Use, then these Terms of Use and any rights afforded to you hereunder shall terminate automatically, without any notice or other action by Zions Bancorporation, N.A. reserves the right to pursue any and all legal remedies that it may have against you following such termination.

## 7. Limitations on Use

You accept sole responsibility for your use of the Site and Services. Your use of the Site and Services is limited to the intended functions of the Site and Services. Unauthorized use of the Site, Services, or systems, including but not limited to unauthorized entry into the Zions Bancorporation, N.A. systems or misuse of any information posted on the Site or Services, is strictly prohibited. You may not:

- (i) use the Site in a manner that imposes or may impose, in ZB, N.A.'s sole discretion, an unreasonable or disproportionately large load on the Site's infrastructure;
- (ii) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site, including but not limited to the introduction of any virus, Trojan horse, worm, or other software routines designed to permit unauthorized access to software or hardware or to disable, erase, or otherwise adversely affect data or the operation of software or hardware;
- (iii) bypass ZB, N.A.'s robot exclusion headers or other measures Zions Bancorporation, N.A. may use to prevent or restrict access to the Site;
- (iv) circumvent any technological measures or features of the Site that are intended to or effectively control access to any protected content or information included on the Site, including but not limited to bypassing any security feature of the Site or the computer system on which the Site is installed;
- (v) use any robot, spider, scraper, or other automated means, including but not limited to any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than ZB, N.A., to access the Site for any purpose;
- (vi) modify, copy, distribute, transmit, display, perform, reproduce, publish, upload, post, license, frame in another website, use on any other website, create derivative works of, transfer, sell, and/or exploit for unauthorized commercial use, any content on the Site, including any Services or any underlying data, compilations, and information contained therein or thereon, including by email or other electronic means; or
- (vii) copy, reproduce, modify, create derivative works from, distribute, or publicly display any content from the Site.

## 8. Intellectual Property Ownership

You acknowledge and agree that the Site, Services, and all materials thereon, including but not limited to images, text, graphic designs, illustrations, data, trademarks, service marks, copyrights, photographs, information, and arrangements thereof, and all intellectual property rights related thereto, are the exclusive property of Zions Bancorporation, N.A. or third-party owners; all rights, title, and interest therein shall remain the property of Zions Bancorporation, N.A. and/or such third-party owner, as applicable. All content is protected by trade dress, copyright, patent, and trademark laws, as well as various other intellectual property and unfair competition laws. Except as explicitly provided herein, nothing in these Terms of Use shall be deemed to create a license in or under any such intellectual property rights of Zions Bancorporation, N.A. or such third-party owners.

You are authorized solely to view and retain a copy of pages related to the Site or Services, as well as relevant documents, images, or other materials on the Site for your own personal use. You agree that you will not duplicate, publish, modify, create derivative works from, participate in the transfer of, post on the World Wide Web, or in any way distribute or exploit the Site, or any portion thereof, for any public or commercial use, without the express written consent of Zions Bancorporation, N.A. Additionally, you agree that you (i) will not remove or alter any author, trademark, or other proprietary notice or legend displayed on the Site (or printed pages produced from the Site); and (ii) will not make any other modifications to any documents obtained from the Site other than in connection with completing information required to use the Site or Services for their intended purposes.

## 9. Links to other Websites and Related Disclaimers

The Site may contain links to other websites not operated or controlled by Zions Bancorporation, N.A. ("Third-Party Websites"). The Zions Bancorporation, N.A. Terms of Use and Online Privacy Statement do not apply to Third-Party Websites. Please review the terms of use and privacy policy for any Third-Party Website that you may visit through a link on our Site. Such Third-Party

Websites may have terms of use and/or privacy policies that differ from that of ZB, N.A., and the Third-Party Website may provide less security than our Site.

By creating a link to a Third-Party Website, Zions Bancorporation, N.A. neither endorses nor recommends any products or services offered or information contained at the Third-Party Website. Zions Bancorporation, N.A. disclaims liability for any information, materials, products, or services posted or offered at any of the Third-Party Websites linked to the Site. Zions Bancorporation, N.A. also disclaims liability for any failure of any products or services offered or advertised at such Third-Party Websites.

#### **10. Submissions**

All comments, feedback, information, and materials submitted to Zions Bancorporation, N.A. through the Site ("Submissions") will be considered the non-confidential property of Zions Bancorporation, N.A. By providing a Submission to ZB, N.A., you grant ZB, N.A., at no charge, a royalty free, perpetual, irrevocable, non-exclusive, worldwide right and license (with the right to sublicense) to use, reproduce, distribute, modify, create derivative works of, and publicly display your Submission in any media and to make, sell, offer for sale, import, and otherwise transfer your Submission, subject to no confidentiality obligations. You acknowledge that you are responsible for the Submissions that you provide, and that you, not ZB, N.A., have full responsibility for the Submissions, including their legality, reliability, appropriateness, originality, and copyright.

#### **11. Potential Disruption of Service**

Access to the Site or Services may from time to time be unavailable, delayed, or limited due to, among other things: hardware failure; software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities, or applications, the operation of firewalls or screening programs, unreasonable codes, or content irregularities; system overload; damage caused by severe weather, natural disasters, war, or acts of God; terrorism; interruption of power supplies; strike or other stoppage of labor; governmental or regulatory restrictions; or any other cause whatsoever beyond the control of Zions Bancorporation, N.A. You agree that any modification of the Site or Services or any interruption or unavailability of access to the Site or Services shall not constitute a default of any obligations of Zions Bancorporation, N.A. under these Terms of Use, and Zions Bancorporation, N.A. shall have no liability of any nature to you for any such modifications, interruptions, unavailability, or failure of access. Zions Bancorporation, N.A. reserves the right at any time to change or discontinue any aspect or feature of the Site or Services, including, without limitation, the content, hours of availability, and equipment needed for access to or use of the Site.

#### **12. NO WARRANTIES**

THE MATERIALS, INFORMATION, PRODUCTS, AND SERVICES INCLUDED ON OR AVAILABLE THROUGH THE SITE, INCLUDING THE IMAGES, TEXT, DATABASES, PHOTOS, CUSTOM GRAPHICS, COMPILATIONS, ASSEMBLY, AND THE OVERALL LOOK AND DISTINCTIVENESS OF THE SITE, ARE PROVIDED "AS IS" AND "AS AVAILABLE." ZIONS BANCORPORATION, N.A. DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, AND CONDITIONS, INCLUDING IMPLIED WARRANTIES OR CONDITIONS OF MERCHANT-ABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, AND DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE SITE, SERVICES, CONTENT, INFORMATION, MATERIALS, LINKS, AND OTHER ITEMS PROVIDED BY ZIONS BANCORPORATION, N.A. OR BY THIRD PARTIES. NEITHER ZIONS BANCORPORATION, N.A. NOR ANY THIRD-PARTY OWNERS MAKES ANY REPRESENTATIONS, WARRANTIES, OR GUARANTIES AS TO THE QUALITY, RELIABILITY, SUITABILITY, TRUTH, ACCURACY, ADEQUACY, OR COMPLETENESS OF THE SITE OR ITS CONTENT. ZIONS BANCORPORATION, N.A. DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE SITE ITSELF OR ANY SERVICE OFFERED THROUGH THE SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR FROM ANY PARTICULAR LOCATION; THAT YOUR ACCESS WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE; THAT THE SITE AND SERVICES WILL BE FREE OF COMPUTER VIRUSES; OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. YOUR USE OF THE SITE OR SERVICES IS SOLELY AT YOUR RISK.

#### **13. LIMITATION OF LIABILITY**

IN NO EVENT WILL ZIONS BANCORPORATION, N.A. BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES ARISING IN CONNECTION WITH THE SITE OR SERVICES OR YOUR USE THEREOF OR INABILITY TO USE BY ANY PARTY OR DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES ARISING IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE OR SYSTEM FAILURE, LOSS OF DATA, OR OTHER DEFECT RELATED TO THE SITE OR SERVICES, EVEN IF ZIONS BANCORPORATION, N.A. OR OUR REPRESENTATIVES ARE ADVISED OF THE POSSIBILITY OF SUCH DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES.

#### 14. Indemnification of Zions Bancorporation, N.A.

You will not use the Site or Services for any unlawful purpose or for any purpose not permitted by these Terms of Use. You agree to indemnify, defend, and hold harmless ZB, N.A., its officers, directors, employees, agents, partners, representatives, and licensors (the "Indemnified Parties" and each an "Indemnified Party") from and against all claims, losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from (i) your violation of these Terms of Use (including negligent or wrongful conduct), ZB, N.A.'s rights, or the rights of a third party, including without limitation any right of privacy or intellectual property rights; (ii) your use of the Site or Services, including any data or content transmitted or received by you, or your inability to use the Site or Services; (iii) information provided by you; (iv) any other party's access and use of the Site or Services with your user credentials; or your violation of any applicable laws, rules, or regulations.

You agree to fully cooperate at your expense as reasonably required by an Indemnified Party. Each Indemnified Party may, at its election, assume the defense and control of any matter for which it is indemnified hereunder. You shall not settle any matter involving an Indemnified Party without the consent of the applicable Indemnified Party.

#### 15. Governing Law and Disputes

These Terms of Use are governed by federal law and, to the extent that state law applies, the laws of the state of Utah, regardless of where you may reside or use the Site or Services at any time. Disputes arising out of or relating to these Terms of Use are subject to the dispute resolution provisions in your Account Agreement.

#### 16. Severability and Integration

Unless otherwise specified in the Terms of Use or on the Site, these Terms of Use constitute the entire agreement between you and Zions Bancorporation, N.A. with respect to the Site and supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and Zions Bancorporation, N.A. with respect to the Site. If any part of these Terms of Use is held invalid or unenforceable, that portion is construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions remain in full effect.

#### 17. Non-Waiver

ZB, N.A.'s failure to exercise or enforce any right or provision of these Terms of Use does not constitute a waiver of that or any other right or provision.

#### 18. Changes to Terms of Use

We may change these Terms of Use at any time and from time to time. You agree to all such changes by your continued use of the Site or Services after the Effective Date shown on the first page of these Terms of Use, immediately below the caption. If you do not accept any changes to these Terms of Use, you must stop using the Site and Services.

#### 19. Assignment

Zions Bancorporation, N.A. may assign these Terms of Use, in whole or in part, at any time with or without notice to you. You may not assign these Terms of Use or assign, transfer, or sublicense your rights, if any, in the Services.

#### 20. Contact Us

If you have any questions regarding the Terms of Use, you can call us at 954-233-4093 from outside the U.S. or contact your Division's Customer Service Department at the telephone number below from within the U.S.:

<b><u>Customers of:</u></b>	<b><u>Call:</u></b>
Amegy Bank	888-202-1006
California Bank & Trust	888-202-0716
National Bank of Arizona	888-202-0655
Nevada State Bank	888-202-0554
Vectra Bank Colorado	888-202-0453
Zions Bank	888-202-0305