

# Terms and Conditions for Credit Card e-Customer Service

The e-Customer Service Web site (the "**Site**") provides Zions Bancorporation, N.A. ("**Bank**") consumer and business customers ("**you**") the ability to access credit card account information online, and to conduct other activity with respect to credit card accounts (collectively, the "**Service**"). Your use of this Site constitutes your agreement to these Terms and Conditions. Bank operates under trade names including Amegy Bank, California Bank & Trust, National Bank of Arizona, Nevada State Bank, The Commerce Bank of Oregon, The Commerce Bank of Washington, Vectra Bank Colorado, and Zions Bank.

These Terms and Conditions are an addendum to your Digital Banking Service Agreement. You hereby reaffirm your acceptance of all the terms in your Digital Banking Service Agreement, particularly but not limited to (a) your consent to electronic delivery of communications (including disclosures otherwise required by law to be delivered in "writing"); (b) your verification that you have the hardware, software, system, ability and other requirements described therein to view, print and save your electronic disclosures and other communications; and (c) your agreement to permissible methods of notice and electronic delivery.

## AVAILABLE SERVICES

**Program Administrator Control (Business Customers Only).** The Service allows you to identify individual administrators and delegate access and authority with respect to Site and Service features and functionality. Access and authority will be governed by User IDs assigned to the individual administrators. You shall be responsible for administering and maintaining the security of such User IDs.

**View Related Accounts (Business Customers Only).** This feature allows you to see a listing of all your credit card accounts with Bank.

**Account Summary.** By accessing the Site, you can obtain information regarding your accounts, including account balance, payment information, available credit and credit limit.

**Pending Authorizations.** You can obtain information about your recent transactions that have been authorized (and your available credit reduced accordingly), but not yet posted to your accounts.

**Transaction History.** You can obtain information on credit card transactions that have been posted to your accounts, both for the current billing cycle and for past billing cycles, similar to the information contained in your regular credit card statement.

**Activity History.** You can view detailed information about a specific transaction.

**File Downloads.** This functionality allows you to download information regarding posted transactions to certain personal finance software packages. You shall be responsible for obtaining and maintaining such personal finance software packages.

**ACH Online Payments.** This function allows you to pay your credit card bill from your deposit account at Bank or at another financial institution. By using this function, you authorize Bank or its service provider to debit your deposit account that you identify for this purpose. If you perform this function, but there are insufficient funds in your deposit account to cover the payment amount, the payment will not occur. You must verify that there are sufficient funds in your account to cover the payment you authorize and make other payment arrangements if such funds are insufficient. You may not make any ACH Online payment within 72 hours of your last ACH Online payment. There may be other online payment options for paying other bills through "Linked Sites" as described below.

**Account Information.** The account information available through the Account Summary, Pending Authorizations, Transaction History, Activity History, File Downloads, and View Reward Points functions of the Service is not intended to replace the regular credit card statement you receive by mail or other means. You must refer to your regular credit card statement for complete account information, including important information about your rights and obligations.

For help with any of the above services, contact Customer Service at 888-758-5349.

## SECURITY

For security purposes, we may view, monitor, and record activity on this Site without notice or permission from you. Any information obtained by monitoring, viewing, or recording may be subject to review by law-enforcement organizations in connection with investigation or prosecution of possible criminal activity on the Site. We will also comply with all court orders involving requests for such information.

## **YOUR CONDUCT**

While accessing the Site or otherwise using the Service, you agree not to:

1. Tamper with, hack, modify or otherwise corrupt the security, content or functionality of the Site or the Service;
2. Restrict or inhibit any other User from using and enjoying the Site or the Service;
3. Transmit any information or software that contains a virus, worm, Trojan horse, or other harmful or disruptive component;
4. Engage in any illegal activity using or in connection with the Site or the Service;
5. Copy, remove or alter any content, intellectual property or copyright, trademark or other proprietary notice or legend displayed on the Site or printed pages from the Site.

We reserve the right either to refuse to post, or to remove any information or materials, in whole or in part, that do not comply with these terms. We also reserve the right, in our sole discretion, to prohibit any user who violates these terms from using the Site and the Service. Such prohibition may occur without notice to the user.

## **LINKED SITES**

This Site may contain links to other Web sites operated by third parties, including payment service providers ("Linked Sites"). Accessing Linked Sites is at your own risk. We are not a party to any agreements you enter into with or through Linked Sites, and we are not responsible for the services offered by or through such Linked Sites. Please be aware that the Internet is a public network, and Bank cannot guarantee that any information you transmit to or from Linked Sites, and any transactions conducted via Linked Sites, are secure or that a third party will not be able to access or intercept such information.

## **LIABILITY LIMITATIONS**

We will not be liable for any loss related to the Service that results from a cause over which we do not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, power outages, telephone or other interconnect problems, computer viruses, "hacking," unauthorized access, theft, operator errors, delays in the banking system, severe weather, earthquakes, natural disasters, strikes or other labor problems, acts of terrorism, wars, or governmental restrictions. In addition, we will not be responsible for any problems, costs or consequences of:

1. Your inability to access the information on the Site.
2. Inaccuracies or errors in the information or material on the Site.
3. Termination or suspension of your participation in the Service for security purposes.

## **DISCLAIMERS**

THE SERVICE (AND ALL OTHER RELATED SERVICES) IS PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO: ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY OR CONTENT OF INFORMATION, PRODUCTS, SERVICES, OR RESULTS; AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

We reserve the right to change and/or discontinue our currently provided services at any time, for any reason, to the extent permitted by applicable law.

## **YOUR ACCEPTANCE**

In the event of conflict between these Terms and Conditions and your Digital Banking Service Agreement, the provisions of these Terms and Conditions shall control in matters within the scope of the Service.

By clicking the "ACCEPT" button below, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.