

# Zions Bank's Community Guidelines and Comment Policy (Terms of Use)

## Policy Overview

1. Policy Purpose: This policy governs interactions by users on Zions Bank-controlled interactive media including, but not limited to, websites, blogs, pages, feeds, channels, and other means of interactive communication (collectively, "Zions Media"). **Zions Media can be viewed by members of the public and should not be used to get help about your specific Zions Bank account.** If you wish to speak to someone about your Zions Bank account (also referred to herein as "Zions" and/or "the Company") or transaction, please call our customer service representatives, who will be happy to help you. You can reach them by calling 1-800-974-8800.
2. Policy Application: This policy applies to all eligible users of Zions Media, including employees and third parties. Users of Zions Media must be at least thirteen (13) years of age. If Zions has actual knowledge that a user is under the age of thirteen (13), Zions may take any or all action permitted to it or within its control, including but not limited to the following: (a) banning/blocking the user from accessing Zions' social media pages; (b) terminating that user's account immediately, without giving notice to the user; and/or (c) reporting the user's activity to a relevant third party for future action (e.g., reporting violations to Facebook or Twitter).
3. Related Policies: In addition to this policy, all users of Zions Media are subject to the Zions Bancorporation Terms and Conditions of Website Use (located at <http://www.sn1.com/irweblinkx/disclaimer.aspx?IID=100501>) and the Zions Bank Privacy Policy (located at [https://www.zionsbank.com/document\\_center.jsp](https://www.zionsbank.com/document_center.jsp)).
4. In this Policy: In this policy, you will find the following sections:
  - Agreement to and Acceptance of Terms
  - Posting of Personal, Private and/or Confidential Information
  - Discussion Guidelines
  - Your Representations by Posting
  - Postings by Employees
  - Validation of Assertions Made in Comments
  - Exclusion of Warranties
  - Limitation of Liability
  - DMCA Copyright Information

## Agreement to and Acceptance of Terms

By using any Zions Media, you agree to these terms:

1. Zions Bank reserves the right to change these terms of use at any time at its sole discretion. The most current terms of use will be available to you online so please check back regularly for updates.
2. You will abide by all policies of Zions Bank, and its affiliated entities, as may be referenced or discussed in these terms of use.
3. You will abide by any terms of use that apply specifically to any Zions Media, in addition to these general terms of use. Any additional terms of use will be noted on the specific Zions Media.

In order to use any Zions Media, you must first agree to these terms of use (and anything incorporated herein by reference). You may not use Zions Media if you do not accept the terms. You can accept the terms by:

1. Clicking to accept or agree to the terms, where this option is made available to you by Zions in the user interface for any Zions Media; or
2. By actually using Zions Media. In this case, you understand and agree that Zions Bank will treat your use of the Zions Media as acceptance of these terms of use from that point onwards.

## Posting of Personal, Private and/or Confidential Information

Zions Media is generally available to the public. **NEVER POST PERSONAL, PRIVATE AND/OR CONFIDENTIAL INFORMATION, SUCH AS YOUR ADDRESS, TELEPHONE NUMBER, ACCOUNT INFORMATION, PASSWORD, BALANCE, ETC. ON ANY ZIONS MEDIA.** Zions is not responsible for anything that may occur if you post your personal, private and/or confidential information to Zions Media. If you have any doubt about the confidentiality of certain information, DON'T POST IT.

## Discussion Guidelines

We're glad you're here and encourage you to participate in the conversation with your own experiences, ideas, suggestions and opinions. To keep the discussion on track and appropriate for everyone, we request that you follow these guidelines. Your posting must not contain the following:

- **Securities/Investor Relations-Related Content.** Content which speaks to Zions' stock price, financial health or outlook, obligations to investors, or other Investor Relations-related responsibilities;
- **Confidential Content.** Content which discloses any confidential or non-public third party information which you do not have permission and/or authority to disclose;

- **Disparaging Content.** Content that disparages any person, Zions Bank, any entity affiliated with Zions Bank, and/or any of their respective products or services;
- **Infringing Content.** Content that violates or infringes the rights of any person or entity including, but not limited to, privacy, publicity and/or intellectual property rights, including the copyrights and brand rights of Zions Bank and/or of third parties;
- **Hateful Content.** Content that is hateful, tortious, defamatory, slanderous, libelous, or obscene;
- **Discriminatory Content.** Content that promotes bigotry, racism, sexism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- **Unlawful Content.** Content that is unlawful, in violation of or contrary to the laws or regulations applicable to Zions Bank and/or Zions Media; and
- **Spam.** You know it when you see it, and so do we. We observe and enforce a zero-tolerance policy for pitching products or services or posting comments that drive traffic to a website (including for personal, political or monetary gain).

All decisions regarding whether a posting violates these guidelines will be made by Zions Bank, in its sole and absolute discretion. Zions reserves the right to remove any posting, whether created by Zions, an employee, or a third party, at any time, for any reason, without notice or explanation, if that posting violates the discussion guidelines.

### **Your Representations by Posting**

By posting, you are representing that you have the right to post the content contained in your message and have obtained any necessary permission and clearances.

### **Postings by Employees**

Zions Bank does not endorse any comments made by its employees, unless they are authorized spokespersons for the bank. If any authorized spokesperson is speaking on social media sites in his/her individual capacity, that person will identify himself/herself as an employee of Zions Bank, and will give his/her name and title. If an employee who is an authorized spokesman for Zions Bank makes a post on its behalf, then because it is Zions Bank which is speaking, this employee may not be specifically identified. That does not guarantee, however, that employees who post content are authorized spokespersons who are engaging in authorized speech about the Company.

### **Validation of Assertions Made in Comments**

Zions Bank does not validate assertions or forward-looking statements in the comments. All statements and viewpoints expressed in the comments are strictly those of the commenter alone and do not necessarily represent the viewpoints, positions, strategies or opinions of Zions Bank, its management or its affiliates.

## **Exclusion of Warranties**

Nothing in these terms shall exclude or limit Zions Bank's warranty or liability for losses which may not be lawfully excluded or limited by applicable law. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract or breach of implied terms, or incidental or consequential damages. Accordingly, only the limitations which are lawful in your jurisdiction will apply to you and our liability will be limited to the maximum extent permitted by law.

You expressly understand and agree that your use of the Zions Media services is at your sole risk and that those services are provided "as is" and "as available." In particular, Zions Bank, its subsidiaries and affiliates, and its licensors do not represent or warrant to you that:

1. Your use of the Zions Media will meet your requirements;
2. Your use of the Zions Media will be uninterrupted, timely, secure or free from error;
3. Any information obtained by you as a result of your use of the Zions Media will be accurate or reliable; and
4. That defects in the operation or functionality of any Zions Media will be corrected.

Any material downloaded or otherwise obtained through the use of the Zions Media is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or other device and/or any loss of data that results from the download of any such material.

No advice or information, whether oral or written, obtained by you from Zions Bank, or through or from the Zions Media, shall create any warranty not expressly stated in the applicable terms including, but not limited to, these terms of use

Zions Bank further expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

## **Limitation of Liability**

Subject to overall provision in the Disclaimer of Warranties provision, you expressly understand and agree that Zions, its subsidiaries and affiliates, and its licensors shall not be liable to you for:

1. Any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss;

2. Any loss or damage which may be incurred by you including, but not limited to, loss or damage as a result of:
  - a. Any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any other party who uses the Zions Media;
  - b. Any changes which Zions may make to the Zions Media, or for any permanent or temporary cessation in the provision of the Zions Media (or any features within the Zions Media);
  - c. Any statement or promise by a representative of Zions Bank that Zions Bank will edit or remove, or cause to be edited or removed, any posting on any Zions Media, regardless of the nature of that posting;
  - d. The deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the Zions Media; and
  - e. Any violation of the Discussion Guidelines, regardless of who may have violated those guidelines.

The limitations on Zions Bank's liability to you in the section above shall apply whether or not Zions Bank has been advised of or should have been aware of the possibility of any such losses arising.

### **DMCA Copyright Information**

Disclaimer of Liability. Zions expressly disclaims any and all liability in connection with any posting to Zions Media. Zions does not permit infringement of intellectual property rights, including infringement of any copyrights, on Zions Media, and Zions will remove any posting if properly notified that such posting infringes on another's intellectual property rights. Zions reserves the right to remove postings without prior notice. Zions may also terminate a user's access to Zions Media if the user is determined to be, in the sole discretion of Zions, a repeat infringer.

Infringement Notification Procedure. If you are a copyright owner or an agent thereof and believe that any posting or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing Zions' Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled

and information reasonably sufficient to permit the service provider to locate the material;

- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and email address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

All feedback, comments, or questions should be directed to Zions' customer service representatives. You can reach them by calling 1-800-974--8800.

You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

Counter-Notice. If you have had a posting removed under the above take-down procedure, and you believe that the posting is not infringing, you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in the District of Utah or the appropriate Utah state court located in Salt Lake County, Utah, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Zions may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Zions' sole discretion.