

VISA® CONSUMER DEBIT CARD (“CHECK CARD”)  
Cardholder Agreement and Disclosure Statement

Effective 1/1/2016

- 1: INTRODUCTION:** In this Debit Card Agreement (the “Agreement”), the words “we”, “our”, “us” and “Bank” refer to the subsidiary bank of ZB, N.A. (“Bank”) that issued your Card. The words “you”, “your”, and “Customer” mean each and all holders of accounts with the Bank, and authorized users of your Debit Card. “Card” refers to the Visa Debit Card issued by the Bank under this Agreement. “Account(s)” refers to all of your Bank account(s) accessible by the Card. “Checking Account(s)” and “Account(s)” refers to your designated Bank checking account. “Deposit Account Agreement” means the contract of agreed terms, conditions, rules regulations and disclosures governing your Account, as amended from time to time. “Electronic fund transfer” has the same meaning as when used in the federal Electronic Fund Transfer Act and its implementing Regulation E, and under this Agreement refers to any of the following kinds of transactions with the Card: any purchase made from a merchant honoring Visa cards; any cash advance from the Bank or any other financial institution; or any usage in an automated teller machine whereby you receive a cash advance from or funds are otherwise transferred to or from your Checking Account or any other asset account you have with the Bank. (The particular kinds of electronic fund transfers possible with your Card are detailed below.) “ATM” refers to an Automated Teller Machine. Your Card is only for personal, family or household use. If your Card or Account is used for other purposes, do not use your Card and contact the Bank immediately. This Agreement along with your other Account disclosures governs the use of your Bank Visa Debit Card. Please read it and keep it for your records.
- 2: HOW THIS AGREEMENT BECOMES EFFECTIVE:** You do not have to sign this Agreement. If this Agreement has been sent to you in response to your application or request for the Card, this Agreement becomes effective when you accept, activate, sign, or use the Card or allow it to be used. If this Agreement has been sent to you to replace a previous agreement governing your Card, this Agreement becomes effective 30 days after the Bank mails you this Agreement.
- 3: SIGNATURE PANEL:** For your protection, the back of your Card contains a signature panel, which you should sign immediately upon receipt of your Card.
- 4: OWNERSHIP OF CARD:** Any reference in this Agreement to “your Card” means the Card issued to you by the Bank, which is and shall remain the property of the Bank. You agree to return the Card to the Bank or its agent upon request. Also, the Bank may at any time reissue a different Card to replace your Card.
- 5: IF YOU CHANGE YOUR NAME OR ADDRESS:** If you change your name, home address, or mailing address, you agree to promptly notify the Bank in writing and to describe which Bank Account(s) will be affected by such change.
- 6: HOW TO USE YOUR CARD, AVAILABLE TRANSACTIONS, AND LIMITATIONS ON ELECTRONIC FUND TRANSFERS:**
  - 6.1: Purchases:** You may use your Card to make PIN or Signature based purchases wherever Visa Debit Cards are honored. Using your Card in this manner is like using a “paperless check” in that the transaction will result in a debit directly from your Checking Account. You may use your Card for purchases up to the limits disclosed in the Bank’s fee schedule or Deposit Account Agreement. These limits apply to any and all purchase transactions made with your Card. The total dollar transaction is also limited to your available Checking Account balance plus any available amount in your Overdraft Line of Credit. For security reasons, the number of transactions during a 24-hour period may also be limited. Any such usage of your Card for a purchase constitutes an electronic fund transfer.

**Purchases made at Point Of Sale (POS) terminals:** The Bank will not charge you a fee for Card purchases made at a merchant’s POS terminal that is owned by Bank. However, some financial institutions may charge a fee for transactions made on POS terminals that they own. If so, the other financial institution’s fee will be included in the amount of the transaction that is shown on your receipt and Account statement.
  - 6.2: Cash Advances from Financial Institutions:** You may use your Card to get a cash advance from the Bank or from any other financial institution honoring Visa Cards. The total dollar transaction amount may be limited within a 24-hour period. Any such usage of your Card for a cash advance from the Bank or from any other financial institution constitutes an electronic fund transfer.
  - 6.3: Use in ATM:** You may use your Card in any automated teller machine (“ATM”) in the Bank’s ATM network, or in any of the other participating ATM networks, for any of the following transactions. (Some of these transactions may not be available at all ATMs.)
    - (1) You may withdraw cash from your Checking Account (and, if you have so arranged with the Bank, from other Accounts you have with the Bank) up to predetermined limits as disclosed in the Bank’s fee schedule

or Deposit Account Agreement. (We reserve the right to withhold disclosure of the specific withdrawal limits, however, if we determine that such withholding is essential to the security of its accounts or ATM system.) This limit applies to any and all cash withdrawals made with your Card or any other Card issued to you by the Bank. Any such usage of your Card to make a cash withdrawal directly from your Checking Account or from any other asset account you have with the Bank (a credit card account, for example, is not an asset account) constitutes an electronic fund transfer.

(2) You may make deposits or payments by check, draft or similar paper instrument to your Checking Account (and, if you have so arranged with the Bank, to other Accounts you have with the Bank). Any such usage of your Card to make a payment or deposit does not constitute an electronic funds transfer.

(3) If you have so arranged with the Bank, you may transfer funds between two or more Accounts you have with the Bank. Any such usage of your Card to transfer funds involving your Checking Account or another asset Account constitutes an electronic fund transfer.

- 7: FEES:** You will not be charged for each transaction or transfer made at a Bank-owned ATM or POS terminal. ATMs and POS terminals not owned by Bank may charge a fee in order to process your transaction. If a fee is charged, the owner should disclose it at the time of the transaction, and it will be included in the transaction amount on your receipt and Account statement. You authorize the Bank to charge your Checking, Savings, or Overdraft Line of Credit account for all transactions and fees resulting from the use of your Card. Electronic Fund transfers may also be subject to any fees imposed by the agreements governing your Account(s). Please refer to your Deposit Account Agreement for details.

**7.1 Expedited Card Delivery Fee, and Emergency Card Fee.** We may charge a fee if you request "expedited delivery" of a Card that requires an outside delivery service provider. We may also charge a fee if you request to personally obtain an "emergency Card" at our Bankcard Center that requires special card production. The current amounts of these fees will be disclosed at the time of your requests and before you agree to incur the charges. These fees are charged to your Account as a purchase.

- 8: INTERNATIONAL TRANSACTION FEE:** If you incur a charge in foreign currency, Visa International will convert the charge into a U.S. Dollar amount. Currently, the currency conversion rate used is either a wholesale market rate or a government mandated rate in effect one day prior to the date the transaction is processed by Visa International plus an amount that is disclosed in the Bank's fee schedule. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

- 9: YOUR LIABILITY FOR UNAUTHORIZED ELECTRONIC FUND TRANSFERS:** Tell the Bank AT ONCE if you believe your Card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Bank Account(s), including any Overdraft Line of Credit or other credit account.

If you tell the Bank within 2 business days after learning of the loss or theft of your Card, you may lose no more than \$50 for unauthorized electronic fund transfers made with your Card. If you do NOT tell the Bank within 2 business days after you learn of the loss or theft of your Card, and the Bank may prove that the Bank could have stopped someone from using your Card without your permission, if you had told the Bank, you could lose as much as \$500 for unauthorized electronic fund transfers made by your Card.

If any statement you receive for any Bank Account(s) shows electronic fund transfers that you did not make, tell the Bank at once. If you do not tell the Bank within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if the Bank may prove that we could have stopped someone from making the unauthorized electronic fund transfer if you had told us in time.

- 10: NO STOP PAYMENTS OF ELECTRONIC FUND TRANSFERS INITIATED WITH CARD:** You may not stop payment on an electronic fund transfer that you have initiated with your Card.
- 11: BANK'S LIABILITY:** You agree that the Bank will not be responsible or liable in any manner for any of the following or for any claim of whatever nature (including without limitation any claim for incidental or consequential damages) arising from or connected with any of the following: the refusal or delay of any other financial institution; any merchant, or any person to honor your Card; any goods or services purchased with your Card, any unsuccessful attempt to obtain prior credit authorization for any transaction when the authorization system is not working (except and only to the extent described in the Deposit Account Agreement for your account); and any unsuccessful attempt to use your Card in an ATM when the ATM or system is not working or is temporarily closed or out of order (except and only to the extent described in the Deposit Account Agreement of your account).

- 12: IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUND TRANSFERS OR TO NOTIFY THE BANK OF A LOST OR STOLEN CARD OR PIN:** With regard to any electronic fund transfers made with your Card, if you think any Account statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt, or if you believe that your Card or PIN has been lost or stolen or that someone has made or may make an unauthorized electronic fund transfer with your Card, call the Bank as soon as you can at **1-888-758-5349** or write the Bank at **ZB, N.A., P.O. Box 25787, Salt Lake City, UT 84125**. If this is regarding a specific problem, the Bank must hear from you no later than 60 days after the Bank sent you the FIRST statement on which the problem or error appeared.

- Tell the Bank your name and Card number and the number of the Account(s) involved.
- Describe the error or 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.
- Tell the Bank the dollar amount of the suspected error.

If you tell the Bank orally, the Bank may require that you send your complaint or question in writing within 10 business days.

The Bank will tell you the results of the investigation within 10 business days after hearing from you and will correct any error promptly. For your information, our investigation may include referring the matter to the Federal Bureau of Investigation if we have reason to believe fraud is involved. If the Bank needs more time, however, the Bank may take up to 45 days to investigate your complaint or question. If the Bank decides to do this, the Bank will provisionally credit your Account(s) within 10 business days for the amount you indicated is in error and as well as provisionally credit any finance or other charges incurred as a result of the alleged error. If the Bank asks you to put your complaint or question in writing and the Bank does not receive it within 10 business days, the Bank may not provisionally credit your Account(s). (In the case of transfers initiated outside the United States or transfers resulting from Point of Sale transactions, the time period in this paragraph of 45 days will be extended to 90 days.)

If the Bank decides that there was no error, the Bank will send you a written explanation within three business days after finishing the investigation and the provisional credit will be reversed. You may ask for copies of the documents that the Bank used in its investigation. For claims made within 30 days of account opening, the Bank will tell you the results of the investigation and provide provisional credit when necessary within 20 business days after hearing from you. The Bank may take up to 90 days to complete the investigation.

**13: VISA'S ZERO LIABILITY POLICY:** To the extent not covered in elsewhere in this agreement, Visa's Liability Policy provides you with protection against unauthorized signature-based Visa Debit Card transactions (PIN transactions are not covered under Visa's Liability Policy) processed through the Visa network, including Internet and telephone purchases. If you suspect that your Visa Debit Card or Card number has been lost or stolen, you may not be responsible for any unauthorized signature-based purchases if you report the theft promptly.

**13.1:** Upon oral notification from you of unauthorized Visa transactions, the Bank will limit your liability for those transactions to zero. The Bank requires such notification to be received within 30 calendar days of the mailing date of the first statement showing any unauthorized Visa transactions. In evaluating your claim, the Bank will consider whether gross negligence on your part has contributed to the transactions in question. The Bank may increase this limit if, based on available evidence, it is reasonably determined that you were grossly negligent or acted fraudulently in the handling of the Card or Account.

**13.2:** The Bank will provide you with provisional credit for unauthorized signature based Visa transactions within five business days from receipt of notification. Additionally, the Bank may require written confirmation of the unauthorized Visa transaction(s) before providing provisional credit.

**13.3:** The Bank defines an "unauthorized transaction" to exclude either one or both of the following:

- Any transaction by: (a) a Cardholder; (b) a person authorized by a Cardholder; or (c) any other person with an in interest in or authority to make transactions on the account.
- Any transaction by a Cardholder that exceeds the authority given by the Visa Debit Card account owner.

**13.4:** If you believe that your Visa Debit Card, and/or Card account number has been lost or stolen, you agree to notify the Bank immediately by calling **1-888-758-5349** or writing the Bank at **ZB, N.A., P.O. Box 25787, Salt Lake City, UT 84125.**

**14: Internet Gambling Notice:** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling. We have elected to not offer accounts to organizations that offer or sponsor Internet gambling. Commercial accounts receiving or processing Internet gambling transactions are subject to closure.

**15: TERMINATION OF AGREEMENT AND SURRENDER OF CARD:** You may terminate this Agreement by cutting your Card in half and mailing it to the Bank. Subject to your rights under applicable law, the Bank may at any time and without prior notice terminate this Agreement and repossess your Card. You agree not to use your Card after you receive notice of the Agreement termination, and you agree to surrender your Card to the Bank upon request. Termination of this Agreement will not relieve you of any responsibility or liability incurred by you with the use of your Card.

- 16: NO WAIVER OF RIGHTS:** The Bank may exercise its rights under this Agreement immediately or, at the Bank's sole discretion, may delay enforcing or decline to enforce any of its rights without losing, waiving, or impairing them.
- 17: INTERPRETATION OF THIS AGREEMENT:** This Agreement shall be governed by and be construed in accordance with the laws of the United States and the state where the headquarters for the Bank issuing the Card is located, regardless of where you may reside or use your Card at any time. The headings used in this Agreement are for convenience only and shall have no bearing on the interpretation of this Agreement. The provisions of this Agreement are severable to the extent that any provision hereof held to be prohibited or unenforceable in any jurisdiction shall not invalidate the remainder of this Agreement in that jurisdiction and shall be fully enforceable in any other jurisdiction not expressly prohibiting such provision.
- 18: DISPUTE RESOLUTION: Any dispute, claim or controversy between you and Bank in connection with this Agreement, your Card or any authorized or unauthorized transaction involving your Account shall be governed by and resolved in accordance with the dispute resolution provisions of your Deposit Account Agreement, as may be amended from time to time. This Agreement hereby incorporates those dispute resolution provisions, as amended from time to time. They may include, without limitation, waivers of rights to participate in class action proceedings, waivers of rights to a jury, mandatory binding arbitration provisions, and/or mandatory binding judicial reference provisions. You should carefully review the dispute resolution provisions of your Deposit Account Agreement as amended from time to time.**
- 19: ASSIGNMENT AND BINDING EFFECT:** You may not sell, assign, or transfer this Agreement or any portion hereof without the express prior written consent of the Bank. The Bank may sell, assign, or transfer this Agreement or any portion hereof at any time and without notice to you. Subject to the foregoing, this Agreement shall be binding upon the heirs, representatives, successors, and assigns the parties hereto.
- 20: AMENDMENT OF THIS AGREEMENT:** You agree that the Bank may from time to time amend this Agreement by changing, adding or deleting any term, condition, service or feature ("New Term") of your Account or of this Agreement at any time. The Bank will provide you with notice of the amendment to the extent required by law.
- 21: IF YOU NEED FURTHER INFORMATION:** If you have a question about this Agreement, or if you want further information, you may call the Bank at **1-888-758-5349**.