

AmaZing Rewards® for Business & Cash Back Savings for Business Program Terms and Conditions

Effective 1/1/2016

Below are the Terms and Conditions for two different loyalty programs: the AmaZing Rewards for Business Program and the Cash Back Savings Program. Only one loyalty program is applicable to each credit card account. Your chosen loyalty program was designated in your credit card application and will appear on your issued credit card statement.

AmaZing Rewards for Business Program

DEFINITIONS:

Account – The Visa credit card Account you enroll in the AmaZing Rewards for Business Program.

AmaZing Rewards for Business Program – The “Program” (“AmaZing Rewards for Business”) offered and managed by ZB, N.A. dba Zions Bank, California Bank & Trust, or Amegy Bank.

Bank – If you opened your Account at Zions First National Bank (“Zions Bank”), Vectra Bank Colorado, National Bank of Arizona, or Nevada State Bank, “Bank” means ZB, N.A. dba Zions Bank as the issuer of your Credit Card. Otherwise, Bank means California Bank & Trust or Amegy Bank, whoever is the issuer of your Credit Card.

Credit Card – A card issued in connection with your Account.

Good Standing – The Account is not over limit, closed, or more than 60 days past due.

Ineligible Transactions – The following Account transactions are ineligible to earn AmaZing Rewards or be included in the AmaZing Rewards for Business Annual Bonus calculation: cash advances, balance transfers, ATM transactions, quasi-cash transactions (such as traveler’s checks and money orders), unauthorized charges, fraudulent charges, fees, interest charges, reversed transactions (such as for returned merchandise), foreign cash transactions, casino gaming, betting transactions, and lottery ticket purchases.

Qualified Net Purchases – Any transactions other than Ineligible Transactions and credits to your Account.

You (Your, Yours) – The business applicant listed on your business credit card Account application (not each individual cardholder).

ENROLLING IN THE PROGRAM:

- Enrollment in the Program is subject to a) these Terms and Conditions, b) the Credit Card Agreement and Disclosures applicable to your Account, and c) any other terms, conditions, or rules that we may issue from time to time, with or without notice, to govern the Program.
- You automatically accept these Terms and Conditions on the earlier of a) 15 days from the date your Account is enrolled in the Program or b) any use of the Credit Card after enrollment. If you choose to decline these Terms and Conditions, please call the number on the back of your Credit Card to cancel your Account’s enrollment in the Program.
- In order to use the Program, you must be an online banking customer, and the Bank must accept enrollment of your participating Credit Card in the Program.
- Your participating Credit Card may only be enrolled in one rewards program offered by the Bank at any one time, and the Bank reserves the right to reject enrollment of your Credit Card in the Program.
- Once enrolled, your AmaZing Rewards points earning and redemption transactions are shown on your monthly Account Statement.

EARNING AMAZING REWARDS FOR BUSINESS POINTS:

You are eligible to earn Rewards points a) the date you activate and use your Credit Card or b) the first day of the billing cycle that immediately follows your enrollment in the Program. You can earn:

1 Rewards Point:

- You earn one (1) Rewards point for every one dollar (\$1) spent on Qualified Net Purchases, rounded to the nearest whole dollar. We reserve the right to determine whether any particular purchase or amount qualifies to earn points.
- There is no limit on the amount of Rewards points you can earn.
- Earned but unredeemed points do not expire while your Account remains open and Account is in Good Standing.
- For Accounts where the Bank issues more than one Credit Card and prepares a separate monthly billing statement for each Credit Card issued, each billing statement will reflect AmaZing Rewards earned and redeemed on only those Qualified Net Purchases charged to the Credit Card to which it pertains. The earned AmaZing Rewards belongs to the applicant listed on your Account application (not the person named on the Credit Card).
- For Accounts where the Bank issues more than one Credit Card and prepares a single monthly billing statement for all Credit Cards issued, the single billing statement will reflect AmaZing Rewards earned and redeemed on all Qualified Net Purchases charged to all Credit Cards. The earned AmaZing Rewards belongs to the applicant listed on your Account application (not the person named on the Credit Card).

REDEEMING EARNED AMAZING REWARDS POINTS:

You must request redemption of Rewards points you have earned. In order to redeem:

- You must have a minimum of 2,500 points earned.
- You must redeem at least 2,500 points at any one time.
- Your Account must be in Good Standing.

Points can only be redeemed by the owner(s) of the Account or an authorized user of the participating Account, including, without limitation, any person who is authorized to access your participating Account via online banking, and any authorized business company contact on business participating Accounts. You may request redemption of Rewards points by:

- Logging on to your online banking account, select the Credit Card Account, then select "Account Summary", then select "Rewards", then select "Redeem". We will use all reasonable efforts to provide access to the Website on a 24-hour, 7-days-a-week basis. However, we cannot guarantee that access to the Website will be uninterrupted or available at all times. We assume no liability or responsibility for any delay, interruption, or downtime. Please see the Website for further details regarding your use of the Website.
- Calling us toll free at the number on the back of your Card (24 hours a day/7 days a week). If you redeem your points by calling the Contact Center, you will be making a request for the Contact Center agent to assist you with your redemption and the redemption will be deemed to be made pursuant to your instructions.

The credit of your AmaZing Rewards will occur 3-5 business days following your request for redemption.

- We will issue a statement credit corresponding to the number of points you redeem. Although Rewards points have no cash value, each Rewards point can be redeemed for a \$.01 statement credit.
- AmaZing Rewards credited to your Account does not qualify as a payment on your Account. Please be sure to make at least your full monthly minimum payment in addition to any AmaZing Rewards credit.

Other guidelines related to redeeming earned AmaZing Rewards points:

- You may redeem points against any Qualified Net Purchase listed on your rewards statement, even if you don't have enough points available to pay the purchase in full ("Partial Redemption").
- At the time of each redemption request, only Qualified Net Purchases from the preceding 90 days are available to redeem against.
- Your points redemptions are considered final. You are responsible to review your Account and notify us promptly if you suspect there is an error of any kind reflected on your statement. Your Account will be deemed correct, and we may not be able to make any changes you request to any AmaZing Rewards points transactions or balances after 90 days, though we reserve the right to do so in our sole discretion.

TAX INFORMATION:

Redemption of AmaZing Rewards points may result in your receipt of taxable income from the Bank or its affiliates in the tax year in which the AmaZing Points are redeemed. In accordance with federal and/or state tax law or regulation, the Bank or its affiliates may be required to send to you and file with the IRS or applicable taxing authority tax reporting statements, which may include IRS Form 1099, for the year in which a reward is issued to you. The valuation of AmaZing Rewards point redemptions for tax reporting purposes will be made at the Bank's sole discretion. You are solely responsible for any tax liability arising out of the redemption of AmaZing Rewards points. Please consult with your tax advisor if you should have any questions regarding your personal tax situation.

PROGRAM RESTRICTIONS AND LIMITATIONS:

- The Program is also subject to all applicable laws and regulations. Many of these applicable Terms & Conditions, Agreements, or Disclosures may be viewed and downloaded from the Agreement Center on your online banking website.
- The Program and Website are provided on an "as is" and "where is" basis, with no express or implied warranty of any kind, including implied warranties of merchantability or fitness for particular purpose. Bank shall have no liability to you or any other person in contract, negligence, tort, strict liability or otherwise for any damages (including without limitation direct, indirect, special, consequential or punitive damages) even if the Bank has been advised of the possibility of such damages. The foregoing exclusions and disclaimers include but are not limited to damages arising out of or in connection with (1) use, operation, failure, defect, or interruption of the Program or Website (including Program enrollment and points redemptions), (2) performance or nonperformance by the Bank or its affiliates, or (3) any computer virus, communications failures, or unauthorized access to or use of any record.
- We may reverse points, debit your accrued points, and/or cancel benefits if we reasonably believe that a transaction was unauthorized, that the purchase was returned, or that the transaction was not a bona fide purchase of goods or services delivered or performed by the merchant. Such reversal, debit, or cancellation may result in a negative points balance on your account.
- You may not purchase additional rewards points, or sell, transfer, or assign your AmaZing Rewards points. Any aspect of the AmaZing Rewards Website may be changed, supplemented, deleted, updated, discontinued, suspended, or modified at any time. The Bank and its affiliates reserve the right to amend, cancel, or change the applicable Terms & Conditions or the Program, or restrict your access to it at any time with or without notice, to the full extent permitted by law. Your continued use of the Website or participation in the Program following any such modification will be subject to the applicable Terms & Conditions in effect at the time of your use or participation.
- The Bank and its affiliates shall not be liable to you for any delay or other damages that might result from any such modification, suspension, or discontinuance.
- If the Program is cancelled, or your account is closed or your participation in the Program is terminated, for any reason, all unredeemed points will be forfeited.

FEES:

- If you applied for your credit card through Amegy Bank or California Bank & Trust, and enrolled in the AmaZing Rewards program, a \$25 loyalty program participation fee will be charged by that Affiliate to your credit card account upon enrollment, and annually thereafter. You authorize ZB, N.A. dba Zions Bank to honor those charges. (That fee may be waived for certain types of cards.)

Cash Back Savings for Business Program**DEFINITIONS:**

Cash Back Savings for Business Program – The Cash Back Savings for Business Program (“Program”) offered and managed by ZB, N.A. dba Zions Bank, California Bank & Trust, or Amegy Bank.

Account – The Visa credit card account you enroll in the Cash Back Savings for Business Program.

Bank – If you opened your Account at Zions First National Bank (“Zions Bank”), Vectra Bank Colorado, National Bank of Arizona, or Nevada State Bank, “Bank” means ZB, N.A. dba Zions Bank as the issuer of your Credit Card. Otherwise, Bank means California Bank & Trust or Amegy Bank, whoever is the issuer of your Credit Card.

Credit Card – A card issued in connection with your Account.

Good Standing – The Credit Card account is not over limit, closed, or more than 60 days past due.

Ineligible Transactions – The following Account transactions are ineligible to earn Cash Back Savings: cash advances, balance transfers, ATM transactions, quasi-cash transactions (such as traveler’s checks and money orders), unauthorized charges, fraudulent charges, fees, interest charges, reversed transactions (such as for returned merchandise), foreign cash transactions, casino gaming, betting transactions, and lottery ticket purchases.

Qualified Net Purchases – Any transactions other than Ineligible Transactions and credits to your Account.

You (Your, Yours) – The person(s) named on your Account application.

ENROLLING IN THE PROGRAM:

- Enrollment in the Program is subject to: a) these Terms and Conditions, b) the Credit Card Agreement and Disclosures applicable to your Account and c) any other terms, conditions, or rules that we may issue from time to time, with or without notice, to govern the Program.
- You automatically accept these Terms and Conditions on the earlier of (a) 15 days from the date your Account is enrolled in the Program or (b) any use of the Credit Card after enrollment. If you choose to decline these Terms and Conditions, please call the number on the back of your card to cancel your Account’s enrollment in the Program.
- Once enrolled, your Cash Back earning and redemption transactions are shown on your monthly Account statement.

EARNING CASH BACK:

You are eligible to earn Cash Back a) the date you activate and use your Credit Card or b) as of the first day of your Account billing cycle that immediately follows enrollment in the Program. You can earn:

- You earn Cash Back at the rate of one percent (1%) of Qualified Net Purchases.
- There is no limit on the amount of Cash Back you can earn.
- Earned but unpaid cash back does not expire while your Credit Card account remains open.

REDEEMING EARNED CASH BACK:

You must request redemption of Cash Back you have earned. In order to redeem:

- You must have a minimum of \$25 earned cash back.
- Your Account must be in good standing.

There are two ways to receive your Cash Back:

- As a credit to a deposit (checking or savings) account maintained at the Affiliate Bank shown on your card or
- As a credit to your Account the cash back was earned from.

You may request redemption of Cash Back by:

- Logging in to your online banking account and selecting the “Services” tab, then selecting “Cash Back Redemption Request”;
- Calling us toll-free at the number on the back of your card (24 hours a day/7 days a week); or
- Visiting a Bank financial center during regular business hours.

The deposit or credit of your Cash Back will occur 2 to 3 business days following receipt of your redemption request.

- If you request redemption of Cash Back by deposit to a deposit account that is closed, the value of the redemption request will be credited to your Account.
- Cash Back credited to your Account does not qualify as a payment on your Account.
- A request to redeem earned cash back when your Account is not in good standing will be declined.
- The Bank reserves the right to reverse the redemption of Cash Back if it reasonably concludes that merchandise purchased through a qualified purchase transaction was returned, the transaction is deemed to be illegal, or if a transaction was not a bona fide purchase of goods or services delivered or performed by a merchant.

PROGRAM RESTRICTIONS AND LIMITATIONS:

- The Program is offered in the sole discretion of the Bank and may be changed or discontinued at any time with or without notice as permitted by law.
- The Program is subject to all applicable laws and regulations.
- If your Account is enrolled in the AmaZing Rewards® Program, it is ineligible for enrollment in the Cash Back Savings Program.
- Cash Back earnings will be suspended if your Account is 60+ days past due or over limit at any time.
- If your Account is closed or your Account's enrollment in the Cash Back Savings Program is cancelled by you or the Bank for any reason, for example, misuse of the Program, illegal use of account, bankruptcy, etc., any earned but unredeemed Cash Back will be forfeited.

FEES:

- If you applied for your credit card through Amegy Bank or California Bank & Trust, and enrolled in the cash back loyalty program, a \$25 loyalty program participation fee will be charged by that Affiliate to your credit card account upon enrollment, and annually thereafter. You authorize ZB, N.A. dba Zions Bank to honor those charges. (That fee may be waived for certain types of cards.)