

**Terms and Conditions for “ENHANCED ACCOUNT PROTECTION”  
(Also known as Transaction-Based Authentication Service via SMS)  
Addendum to Online Banking Services Agreements**

Effective Date: May 27, 2013

These Terms and Conditions, as amended by ZB, N.A. dba Nevada State Bank (“Bank”) from time to time (“Terms and Conditions”), govern your use and Bank’s provision of the Enhanced Account Protection service (the “Service”). By enrolling in the Service, you agree to these Terms and Conditions.

The Service is an additional layer of security that helps safeguard specific online banking transactions by using your text-enabled mobile device for authentication. The Service can help protect you from online fraud by requiring that you enter a unique and time-sensitive security code (a “Token”) before a type of transaction, or a transfer over a certain dollar amount, will be accepted by the Bank (a “Token Required Transaction.”) Bank may from time to time add to, eliminate or change the types and dollar amounts of transactions that are Token Required Transactions.

The Token must be entered while you are logged into an Online Banking session. A Token is good for only one Token Required Transaction, and must be used during the Online Banking session in which it was issued. A Token is in addition to, not instead of, your Online Banking password. Bank may also require that you enter a personal identification number (“PIN”) in order to access the Service.

While logged into Online Banking, when you seek to perform a Token Required Transaction, the Token will be sent to you by text message (also referred to as Short Messaging Service, or “SMS”) to your enrolled mobile device. By enrolling in the Service, you expressly consent to Bank sending Tokens and other Service related text messages via SMS to your text-enabled mobile device. (As used herein, “text message” includes both Tokens and other Service related text messages.)

Bank can help answer questions you have about the Service. From your mobile device, **send a text message with the word “HELP” to this number: 33061**. A list of available commands will be sent to you.

A new text message Token will be sent to your mobile device each time you seek to perform a Token Required Transaction through Online Banking. You are responsible for all fees and charges associated with receiving text messages to your mobile device, including but not limited to text messaging, long distance and other charges of your carrier or other service providers. Bank does not presently charge fees for the Service itself, but any fees otherwise applicable to internet banking transactions shall still apply.

If your mobile device's phone number changes, you are responsible for changing it in your online customer profile, and you will not be able to perform Token Required Transactions until you do so. If the original mobile device number that has changed is no longer able to receive SMS messages you will need to contact Customer Support at 1-888-835-0551 for assistance. Changes to your online customer profile for mobile devices will ordinarily be effective within 1 hour of the Bank receiving your instruction online, but may be subject to commercially reasonable delay.

Bank cannot guarantee the delivery of the text message Token due to circumstances outside of Bank's control, including but not limited to mobile network services, signal strength, carrier discretion or disruption, and Bank may not be able to assist in the resolution of such problems. You accept that your use of the Service may be limited by the services, capacities or capabilities of your carrier or mobile device. Your mobile service carrier and mobile device seller are responsible for their products and services, and you agree to resolve any problems with them directly without involving Bank. Bank's Service may at times be temporarily unavailable due to regular or emergency maintenance or repair, or other outage or capacity of its systems or those of its vendors. Bank will use commercially reasonable effort to re-establish Service availability, but does not promise the Service will always be available for your use. Delivery failure of the text message Token may impact your ability to perform certain transactions while logged into Online Banking. The SMS Service is only available in the United States.

Delivery of text messages may be delayed or prevented by a variety of factors. Bank uses reasonable commercial efforts to provide text messages in a timely manner with accurate information, but does not guarantee the delivery or the accuracy of the contents of any text messages. Bank is not responsible or liable for any delays, failure to deliver, or misdirected delivery of any text messages; for any errors in the content of any text messages; for any actions taken or not taken by you or any third party in reliance on any text messages; for any Service unavailability; or for your inability to conduct any Online Banking transaction.

Bank is not responsible or liable for any interception of text messages, or for unauthorized access to or use of your mobile device, computer systems, text message Tokens or other text messages. Nor is Bank responsible or liable for any defective or malicious software or code (such as virus or spyware) that may be on your mobile device or computer systems, or the use or actions of such software. You are solely responsible for controlling what software or code is on your mobile device and computer systems, and for preventing any third party from possessing, tracking, accessing, or using your mobile device, computer systems, text message Tokens, or other text messages.

The Service is made available to you as a security tool to reduce the risk of fraudulent activity in your Online Banking accounts with Bank. Simply using the Service, however, is not by itself adequate to protect your Online Banking security. **BANK PROVIDES THE SERVICE "AS IS," WITH NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED.** The foregoing disclaimer is in addition to all other disclaimers and limitations of liability set forth in your Online Banking Services Agreement and deposit account agreement. You remain responsible for using appropriate security software (e.g., up to date anti-malware software), equipment (e.g., using only secure networks), practices (e.g., avoiding infected websites and e-mail) and all other care (e.g., keeping your login and password credentials secret, and not allowing others to access your mobile device or Online Banking computer) that are necessary for maintaining security of your mobile device, computer systems, login, password credentials, Tokens and your communications to Bank.

If you believe your mobile device may be lost or stolen, then you should immediately change your Online Banking login ID and password and PIN, and/or contact Customer Support at 1-888-835-0551 for assistance updating the mobile device phone number to which you want text messages to be sent, in order to prevent a third person from using your mobile device to conduct Token Required Transactions. **DO NOT STORE YOUR ONLINE BANKING LOGIN ID OR PASSWORD OR PIN ON YOUR MOBILE DEVICE. IF YOU HAVE DONE SO AND YOUR MOBILE DEVICE IS LOST OR STOLEN, CONTACT BANK AT ONCE AT 1-888-835-0551.** For a description of your and Bank's liabilities for unauthorized transactions, review the appropriate section of your deposit account agreement.

You may at any time cancel your enrollment in the Service and stop text message Tokens coming to your mobile device. Just **send a text that says "STOP" to this number: 33061**. You will receive a one-time text message confirming your cancellation of service and not receive further messages under that program. Bank has the right to cancel or suspend the Service, or your enrollment in the Service, at any time for any or no reason without prior notice.

Bank may amend these Terms and Conditions for the Service at any time by sending you notice as described in your Online Banking Services Agreement, and you are deemed to accept the amendment by thereafter using the Service.

These Terms and Conditions for Enhanced Account Protection are an addendum to and supplement your Online Banking Services Agreement and your deposit account agreement with Bank, all as amended from time to time. (As used herein, "Online Banking Services Agreement" means the agreement you entered into with Bank to enroll in consumer, business or treasury management online banking services, and any other addenda that you may have entered into such as any mobile banking agreement.) Please refer to those agreements, including but not limited to their provisions regarding your liability for unauthorized transfers, reporting unauthorized transfers, contacting Bank concerning questions or errors in your accounts or transactions in your accounts, disclaimers of warranties, limitations on Bank's liability, indemnity, amendments, and resolution of any disputes between you and Bank. In addition, each account that you access using the Service remains subject to the terms of the agreement governing that account.

View Nevada State Bank's Privacy Policy at:  
[https://www.nsbank.com/agreement\\_center](https://www.nsbank.com/agreement_center)