

# ALERT SERVICES

## Terms & Conditions

Effective: August 1, 2019

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE AGREEING TO PARTICIPATE IN BANK'S ALERTS SERVICE (THE "SERVICE"). THESE TERMS AND CONDITIONS ARE AN ADDENDUM THAT SUPPLEMENTS THE TERMS OF YOUR CARDHOLDER AGREEMENT WITH THE BANK FOR EACH VISA CREDIT CARD OR VISA DEBIT CARD THAT YOU REGISTER FOR THIS SERVICE.

**A. The Service.** The Service is offered by Bank. "Bank" is whichever of the following banks issued your registered Visa credit card or Visa debit card: Zions Bancorporation, N.A. dba Amegy Bank, Zions Bancorporation, N.A. dba California Bank & Trust, Zions Bancorporation, N.A. dba Zions First National Bank, Zions Bancorporation, N.A. dba Vectra Bank Colorado, Zions Bancorporation, N.A. dba National Bank of Arizona, or Zions Bancorporation, N.A. dba Nevada State Bank. In response to select transactions made with an eligible Bank-issued credit card or debit card that you have registered with the Service (a "Card"), the Service will send certain service or purchase alerts ("consumer-selected alerts") to the mobile telephone number(s) via SMS text messages and/or email address(es) you have designated. Your mobile telephone numbers, email addresses, and the types of available service alerts that you wish to receive, are designated by you when you register a Card. You may change those designations when logged in to Online Banking by going to Card Alerts from the Services tab.

For purposes of this Agreement, "Equipment" shall mean any hardware, software, or networks associated with bringing you the Service, including, but not limited to, your mobile handset.

**B. Eligibility.** Eligibility of any Card for the Service will be determined by Bank in its sole and absolute discretion. Bank reserves the right to suspend or terminate your participation in the Service, or the eligibility of any Card at any time, with or without prior notice.

You agree that any legal notice from Bank to you in connection with this Agreement may be sent, in its discretion, by email to the most recent email address you have provided to Bank for the Service, or by consumer-selected alert to the most recent email address or mobile telephone number you have provided to Bank for the Service, or by U.S. Mail to the most recent mailing address you have provided to Bank in connection with your Card. Notice by Bank is effective upon being sent, whether or not actually received by you.

**C. Consent.** By providing Bank with a mobile telephone number, you are expressly consenting to receiving text messages from Bank, its affiliates, and agents at that number. You certify you are authorized to grant Bank consent to contact you at the contact number provided. This express consent applies to each telephone number that you provide to Bank now or in the future.

**D. Fees; Equipment.** Bank does not charge for use of the Service available as of the date you agree to these terms and conditions. In the event Bank decides in the future to begin charging a fee for use of the Service, it will provide you with reasonable prior notice. However, your wireless carrier may charge you for messages you receive as a result of using the Service, and you acknowledge and agree that standard text messaging rates, as determined by our carrier, apply for each text message sent from and received by your mobile handset, and you are solely responsible for such charges and any other charges from your carrier. You should contact your carrier for complete pricing details. In order to be sent the consumer-selected alerts to your mobile telephone number(s), you must (i) own a two-way text message (or "SMS") capable mobile handset that is registered on a carrier network; (ii) have elected a data plan that includes use of your mobile handset's SMS capabilities; and (iii) ensure that your account remains in good standing with your carrier.

**E. Consumer-Selected Alerts.** If you registered to receive consumer-selected alerts to your mobile telephone number(s), actual time between a transaction made with your Card that triggers a consumer-selected alert and the time the consumer-selected alert is sent to your mobile telephone number is dependent on your wireless service and coverage within the area in which you are located at that time. Consumer-selected alerts may not be available to be sent to your mobile telephone number(s) in all geographic areas. If you registered to receive consumer-selected alerts to your email address(es), please be sure that emailmessaging.smsservicesnow.com is a permitted domain in order to avoid the consumer-selected alerts being filtered as spam.

**F. Termination of Participation.** To opt-out of the Service at any time, access the Card Alerts tool from the Services tab in Online Banking and follow the directions provided to discontinue receiving consumer-selected alerts. You will have the choice of opting out

of the Service in its entirety or changing your consumer-selected alerts setting, including, but not limited to, the media through which you are sent consumer-selected alerts. You may also opt-out of having consumer-selected alerts sent to your mobile telephone number by texting "STOP" as a reply to any SMS message received as part of the Service. In addition, at any time you may send a text that says **STOP** to 57526. You will receive an opt-out confirmation.

**G. Availability/Interruption.** The Service is available when you have your mobile handset within operating range of a carrier with an appropriate signal for data services. The Service is subject to transmission limitations and service interruptions. Bank does not guarantee that the Service (or any portion of the Service) will be available at all times or in all areas. You acknowledge and agree that Bank is not responsible for performance degradations, interruptions, failures, or delays due to conditions due to any hardware, software, or networks associated with bringing you the Service including, but not limited to, your mobile handset. You acknowledge that Bank shall not be liable to you if you are unable to be sent consumer-selected alerts to your mobile telephone number(s) as you requested.

**H. Content Restrictions.** You agree that you will not use the Service for any unlawful or inappropriate purposes, such as gambling, obscenity, pornography, violence, misappropriation, unauthorized access or interference, viruses or harmful code, harassment, unsolicited or deceptive messages, or any other activity that could diminish or harm the reputation of Bank or any of its service providers involved in providing the Service.

**I. Third-Party Networks.** You understand and agree that alerts content will be transmitted over various third-party networks and systems and that Bank and its service providers involved in providing the Service will not be responsible for the security of such information or data.

**J. Modifications to Service.** Bank reserves the right, at any time, with or without cause or prior notice, to temporarily or permanently interrupt, restrict, modify, suspend, or discontinue the Service (or any part of the Service). You agree that the Bank shall not be liable to you or to any third party for any interruption, restriction, modification, suspension, or discontinuation of the Service.

**K. Changes to these Terms and Conditions or the Service.** Bank may change or modify these Terms and Conditions, including Service features, from time to time by sending you notice of such change. If you use the Service after the effective date stated in the Notice, you agree to such change and its applicability to you. Any new features or services that augment or enhance the Service in the future will be considered part of the Service and subject to these Terms and Conditions.

**L. Abuse.** You agree to immediately notify Bank if you suspect fraudulent or abusive activity by calling the number on the back of your card, or by calling 1-888-758-5349. If you so notify Bank, or Bank otherwise suspects fraudulent or abusive activity, you agree to cooperate with Bank in any fraud investigation and to use any fraud prevention measures Bank prescribes. Subject to applicable law, your failure to cooperate or to use such measures will result in your liability for all fraudulent usage or abusive activity associated with your Equipment.

**M. Alerts Do Not Amend Existing Terms and Conditions for Cards.** THE CONSUMER-SELECTED ALERTS THAT ARE SENT TO YOU THROUGH THIS SERVICE DO NOT AMEND, SUPPLEMENT, CHANGE, OR REPLACE THESE TERMS AND CONDITIONS, YOUR CARDHOLDER AGREEMENT, OR ANY OTHER NOTICE OR INFORMATION THAT YOU MAY RECEIVE IN CONNECTION WITH YOUR CARD ACCOUNT, INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION PROVIDED TO YOU ON YOUR PERIODIC STATEMENT.

**N. No Warranties.** BANK DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICE. AS TO THE OPERATION OF THE SERVICE OR EQUIPMENT, YOU AGREE THAT YOUR USE OF AND ACCESS TO THE SERVICE AND ANY EQUIPMENT ARE AT YOUR SOLE RISK. THE SERVICE AND ANY HARDWARE, SOFTWARE, OR OTHER EQUIPMENT USED TO MAKE AVAILABLE SUCH SERVICE IS PROVIDED ON AN "AS IS," "WHERE IS," AND "AS AVAILABLE" BASIS. THE BANK DOES NOT GUARANTEE THE DELIVERY OF CONSUMER-SELECTED ALERTS AND ARE NOT RESPONSIBLE FOR ANY ACTIONS TAKEN OR NOT TAKEN BY YOU OR ANY THIRD PARTY AS A RESULT OF AN ALERT.

**O. Limitation of Liability.** IN NO EVENT SHALL BANK, ITS RESPECTIVE AFFILIATES, SUBSIDIARIES, AND ITS SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR BREACH OF CONTRACT, TORT, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSS, OR DAMAGE FOR ANY BREACH OF THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS, REPUTATION OR GOODWILL, OR LOSS OF USE, EVEN IF THEY HAVE BEEN ADVISED

OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OF ANY CLAIM BY ANY THIRD PARTY. IN ADDITION, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ALTHOUGH BANK WILL TAKE REASONABLE PRECAUTIONS TO PROTECT THE SERVICE AND AVOID DELETION, CORRUPTION, OR UNAUTHORIZED MODIFICATION OR ACCESS OF OR TO THE SERVICE, AND TO PROVIDE THE SERVICE ERROR-FREE OR UNINTERRUPTED, NO REPRESENTATION OR WARRANTY OF FITNESS OR MERCHANTABILITY SHALL BE CONSTRUED UNDER THESE TERMS AND CONDITIONS.

BANK SHALL NOT BE LIABLE IF THE SERVICE CANNOT BE PROVIDED (OR ANY PART THEREOF) OR FOR ANY FAILURE TO PERFORM ANY OBLIGATIONS CONTAINED IN THIS AGREEMENT DUE TO, DIRECTLY OR INDIRECTLY, THE FAILURE OF ANY EQUIPMENT OR ANY INDUSTRIAL DISPUTE, WAR, FLOOD, EXPLOSION, ACT OF GOD, OR ANY OTHER EVENT BEYOND BANK'S CONTROL.

**P. Indemnity.** You agree to indemnify and hold harmless Bank from any loss, liability, claim, or demand, including reasonable attorneys' fees, suffered or made by any third party due to or arising out of your use of the Service in violation of this Agreement and/or arising from a breach of this Agreement.

**Q. Dispute Resolution.** Any claim or dispute arising under or in connection with this Agreement, the Service, or any alert shall be handled in accordance with the dispute resolution provisions of the Cardholder Agreement governing the affected Visa credit card or Visa debit card account.

**R. Miscellaneous.** *Assignment:* You may not assign this Agreement without Bank's prior written consent. *Governing Law:* THIS AGREEMENT SHALL BE GOVERNED BY FEDERAL LAW AND THE LAWS OF THE "APPLICABLE STATE" UNDER YOUR DEPOSIT ACCOUNT AGREEMENT WITH THE BANK FOR A VISA DEBIT CARD ACCOUNT; OR, IF THE FOREGOING PROVISION IS NOT APPLICABLE, THE LAWS OF THE STATE IDENTIFIED IN YOUR NAMED DIVISION OF THE BANK AS NAMED ABOVE (FOR AMEGY BANK, TEXAS, AND FOR ZIONS BANK, UTAH). *Additional Provisions:* The Service is void where prohibited by law. If any part of this Agreement is found void or unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. The failure to enforce any term of this Agreement on one occasion shall not prevent enforcement on any other occasion or the enforcement of any other term. Headings and captions shall not be considered included for purposes of interpretation or application hereof but are for convenience only.

**S. Contact Bank.** If you have any questions about the Service or any Card transaction, please visit your internet banking site or call the following number for your Bank: 866-749-7459 for Amegy Bank; 866-749-7460 for California Bank & Trust; 866-749-7471 for National Bank of Arizona; 866-749-7476 for Nevada State Bank; 866-749-7470 for Vectra Bank Colorado; 888-758-5349 for Zions Bank, 24 hours a day, 7 days a week.