



## Community Guidelines and Comment Policy (Terms of Use)

### Policy Overview

- 1. Policy Purpose:** This policy governs each User's interactions on interactive media controlled by **Zions Bancorporation, N.A. dba Nevada State Bank (the "Bank," "we" or "us")** including, but not limited to, websites, blogs, pages, feeds, channels, and other means of interactive communication (collectively, "Nevada State Bank Media"). **Nevada State Bank Media can be viewed by members of the public and should NOT be used to get help about your specific Nevada State Bank account.** If you wish to speak to someone about your Nevada State Bank account or transactions, please call our customer service representatives, who will be happy to help you. You can reach them by calling 1- 800-727-4743.
- 2. Policy Application:** This policy applies to all eligible users of Nevada State Bank Media, including employees and third parties. Users of Nevada State Bank Media must be at least thirteen (13) years of age. If Nevada State Bank has actual knowledge that a user is under the age of thirteen (13), Nevada State Bank 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 Nevada State Bank 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 Nevada State Bank Media are subject to the Nevada State Bank Terms and Conditions of Website Use (located at [https://www.nsbank.com/agreement\\_center/index.jsp](https://www.nsbank.com/agreement_center/index.jsp))
- 4. In this Policy:** In this policy, you will find the following sections:
  - Third Party Links
  - 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

### Third Party Links

Nevada State Bank Media may reference links in its content to websites (including blogs, articles, products, services, news sites and other web sites) controlled by third parties who are not affiliated with Nevada State Bank (Third-Party Sites). These Third-Party Sites may not follow the same privacy, security or accessibility standards as those of Nevada State Bank Media.

Some of those reference links may be or include full trademarked or copyrighted properties. Those said properties are all federally registered trademarks of their respective owners, and their affiliated or non-affiliated owners, and Nevada State Bank disclaims any liability and ownership rights to the aforementioned marks.



Nevada State Bank is not associated with the Third-Party Sites referenced and is not responsible for and does not endorse or guarantee the content, websites, products, services or operations of the Third-Party Sites or their affiliates.

The Third-Party Sites have not and do not recommend or endorse Nevada State Bank or its products or services. All problems, questions or concerns regarding the Third-Party Sites or their web site(s) or the use thereof should be directed to the business owners' customer service department.

## Agreement to and Acceptance of Terms

By using any Nevada State Bank Media, you agree to these terms:

1. Nevada State 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 Nevada State 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 Nevada State Bank Media, in addition to these general terms of use. Any additional terms of use will be noted on the specific Nevada State Bank Media.

In order to use any Nevada State Bank Media, you must first agree to these terms of use (and anything incorporated herein by reference). You may not use Nevada State Bank 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 Nevada State Bank in the user interface for any Nevada State Bank Media; or
2. By actually using Nevada State Bank Media. In this case, you understand and agree that Nevada State Bank will treat your use of the Nevada State Bank Media as acceptance of these terms of use from that point onwards.

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

Nevada State Bank 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 NEVADA STATE BANK MEDIA.** Nevada State Bank is not responsible for anything that may occur if you post your personal, private and/or confidential information to Nevada State Bank 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 Nevada State Bank's 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, Nevada State Bank, any entity affiliated with Nevada State 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 Nevada State Bank and/or of third parties;
- **Hateful Content.** Content that is hateful, tortuous, 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 Nevada State Bank and/or Nevada State Bank 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 Nevada State Bank, in its sole and absolute discretion. Nevada State Bank reserves the right to remove any posting, whether created by Nevada State Bank, 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

Nevada State 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 Nevada State Bank, and will give his/her name and title. If an employee who is an authorized spokesman for Nevada State Bank makes a post on its behalf, then because it is Nevada State 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

Nevada State 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 Nevada State Bank, its management or its affiliates.



## **Exclusion of Warranties**

Nothing in these terms shall exclude or limit Nevada State 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 Nevada State Bank Media services is at your sole risk and that those services are provided "as is" and "as available." In particular, Nevada State Bank, its subsidiaries and affiliates, and its licensors do not represent or warrant to you that:

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

Any material downloaded or otherwise obtained through the use of the Nevada State Bank 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 Nevada State Bank, or through or from the Nevada State Bank Media, shall create any warranty not expressly stated in the applicable terms including, but not limited to, these terms of use.

Nevada State 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 Nevada State Bank, 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 Nevada State Bank Media;
  - b. Any changes which Nevada State Bank may make to the Nevada State Bank Media, or for any permanent or temporary cessation in the provision of the Nevada State Bank Media (or any features within the Nevada State Bank Media);



- c. Any statement or promise by a representative of Nevada State Bank that Nevada State Bank will edit or remove, or cause to be edited or removed, any posting on any Nevada State Bank 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 Nevada State Bank Media; and
- e. Any violation of the Discussion Guidelines, regardless of who may have violated those guidelines.

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

## DMCA Copyright Information

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

Nevada State Bank's designated Copyright Agent to receive notifications of claimed infringement is: **John H. Rees**. For clarity, only DMCA notices should go to the Copyright Agent. All other 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 Nevada or the appropriate Nevada state court located in Clark County, Nevada, 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, Nevada State Bank 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 Nevada State Bank's sole discretion.