

# VISA® CONSUMER DEBIT CARD (“CHECK CARD”)

## Cardholder Agreement and Disclosure Statement

Effective Date 3/3/2025

**1. INTRODUCTION.** This Cardholder Agreement and Disclosure Statement (this “Agreement”) is a legal contract between you and Zions Bancorporation, N.A., including the division, if any, branded on your Card (such as Amegy Bank, California Bank & Trust, National Bank of Arizona, Nevada State Bank, Vectra Bank Colorado, or Zions Bank). This Agreement, along with the Deposit Account Agreement and other disclosures and agreements concerning your Account(s), govern the use of your Card. Please read this Agreement carefully and keep it for your records. We also invite you to carefully read the Deposit Account Agreement and the other disclosures and agreements governing your Account(s).

**A. 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 sends you this Agreement.

**B. PERSONAL, FAMILY, OR HOUSEHOLD USE.** Your Card is only for personal, family, or household use. If your Card or Account(s) are intended to be used for other purposes, do not use your Card and contact the Bank immediately. Each cardholder must sign the back of the Card issued to them before using the Card.

## 2. DEFINITIONS.

**Account(s)** – The deposit accounts, such as checking, savings, and money market, that are accessible by the Card.

**Account Owner** – Each person who has the power to deal with an Account in his, her, or their own name.

**ATM** – An automated teller machine, which is a stand-alone electronic device that is dedicated solely to performing many banking services that may include deposits, cash withdrawals, and balance inquiries.

**Card** – The Visa debit card issued by the Bank under this Agreement.

**Card Transaction** – Any purchase or bill payment using your Card that may be either an everyday (not recurring) purchase Transaction or a recurring payment, such as a monthly bill.

**Debit** – The withdrawal of money from your Account(s).

**Deposit Account Agreement** – The contract of agreed terms, conditions, rules, regulations and disclosures governing your Account(s), 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. An electronic fund transfer includes any transfer of funds that is initiated through an electronic terminal, telephone, or computer for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit a consumer’s account. The particular kinds of electronic fund transfers possible with your Card are detailed both in paragraph 4 herein and in your Deposit Account Agreement.

**Point-of-Sale (POS) Transaction** – A purchase Transaction conducted at any merchant or self-service terminal where your Card is accepted.

**Transaction** – Any means or method by which funds are credited to or debited from your Account(s).

**You, Your, and Customer** – All Account Owners, jointly and individually.

**We, Our, Us, and Bank** – Zions Bancorporation, N.A., and the division thereof, if any, appearing on the face of each Card.

**3. THE BANK'S RIGHTS IN A CARD.** Any reference in this Agreement to "your Card" means the Card issued to you by the Bank, which Card 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.

**4. CARD TRANSFER TYPES AND LIMITATIONS.**

**A. Purchases and Services.** You may use your Card to Debit an eligible designated Account to purchase goods or pay for services (in person, online, or by phone), to get cash from a merchant (if the merchant permits), and to do anything that a participating merchant will accept. You may not request a stop payment on a POS Transaction, signature-based transaction (a Card transaction that does not require you to enter your personal identification number (PIN) at the time of a purchase from a merchant), or cash advance.

**B. Use in ATM.** You may access your eligible Account(s) by ATM using your Card and PIN to:

- i. Make deposits to Account(s);\*
- ii. Get cash withdrawals from Account(s);
- iii. Transfer funds between Account(s);\*
- iv. Get information about the balance of Account(s); or,
- v. Deposit funds (at our selected ATMs only).\*

\* These services may not be available at all terminals.

**C. Cash Withdrawals from Bank or other Financial Institutions.** You may use your Card to withdraw cash from the Bank or from any other financial institution honoring Visa cards (subject to any terms or limitations imposed by such other financial institution).

**D. Daily Limit.** For security reasons, there are limits on the total dollar volume of Transactions allowed daily using your Card.

**5. FEES.** The Schedule of Fees for your Account(s) explains the fees and other charges that apply to your Card and any other electronic fund transfers. Please carefully review the Schedule of Fees for your Account(s).

**A. Card Purchase Transactions.** When you use your Card for an everyday Card Transaction, you are making a withdrawal from your checking Account. You may be asked to use your PIN; sign a screen, sales slip, or other document; or only to provide your Card number. Some merchants may assess a fee for this type of Transaction. We are not liable if a merchant or financial institution refuses to accept your Card or Card number. We are authorized to rely on the merchant's coding of the Transaction as an everyday Card Transaction for all purposes, including refusing to pay the charge and assessing an overdraft fee if the Account(s) has an insufficient balance. When a Card Transaction is conducted, the merchant requests that we authorize the Transaction. In deciding whether to authorize the Transaction, we look first to the available balance in your checking Account. If that is not sufficient, we look at the amount of any available credit in a savings Account, or other checking Account, or line of credit linked to the checking Account under our overdraft protection plan. And lastly, we may, at our discretion, apply our Debit Card Overdraft Service (if you've opted in). If the aggregate balance in these sources is insufficient to cover the requested Transaction, we will not authorize the merchant to accept the Transaction and the Transaction, generally, will be declined. If, however, there are sufficient funds available in the various sources available to you, we will authorize the merchant to permit you to conduct the Transaction.

- i. When a Card Transaction is conducted as a PIN-based Transaction, we deduct the amount of your Transaction, including any charge imposed by the merchant, almost immediately from the available balance in your Account(s).
- ii. When an everyday Card Transaction is conducted as a signature-based Transaction, we place an authorization hold on the available balance in your Account(s). The authorization hold is placed for up to three business days, excluding the time in which we conduct our nightly processing of deposits and items presented for payment; however, for some types of purchases we may place an authorization hold for a longer period. The merchant is responsible for submitting and settling the Transaction, and we cannot require them to do so in a timely manner.
- iii. When you use your Card for an online purchase, some merchants (through a participating

network) request approval of the Transaction, but the amount is not deducted from your available balance until the merchant ships your purchase and submits the payment to us for settlement. We have no control over this arrangement with online Transactions initiated by these merchants or the participating network. As is true with all your Card Transactions, you are responsible for keeping a record and closely tracking the Transactions in your Account(s) so that you maintain a sufficient available balance to cover all Transactions until they are posted to your Account(s). We have no responsibility for whether a merchant submits a Card Transaction as PIN-based or signature-based but may rely on the manner of presentment of the Transaction to us.

**PLEASE NOTE:** Some merchants such as car rental companies or hotels may request approval from us and indicate an estimate of the amount of your purchase. The estimated amount may be more or less than the actual, final amount of the purchase since, at the time you initiate the Transaction, the merchant may not know the eventual, final amount of your purchase.

- B. ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by us and the ATM operator (or any network used). Also note, you may be charged a fee for a balance inquiry by us and the ATM operator even if you do not complete a fund transfer.
- C. Foreign Transaction Fees.** Whenever you use your Card to purchase goods or services from a merchant who processes the Transaction in either U.S. Dollars or a foreign currency at a location outside the United States (including U.S. territories such as Puerto Rico and the U.S. Virgin Islands), we will charge a foreign transaction fee equal to 3%. We will charge this fee even if you are in the United States when you make the Transaction. We will also charge a foreign transaction fee on cash withdrawals from your Account(s) made at an ATM located outside the United States. This fee is based on the amount of the withdrawal converted to U.S. Dollars and is in addition to any withdrawal fee, foreign bank service charges, and out-of-network ATM fees that may apply. If your purchase or cash withdrawal is processed in a foreign currency, your Card's network will convert the amount of the Transaction to U.S. Dollars before it is posted to your Account(s). The applicable currency conversion exchange rate will be the rate in effect on the date of your Transaction.
- D. Money Market Deposit Account.** If your Card is linked to your Money Market Deposit Account (MMDA), withdrawals from the MMDA using your Card are included when calculating the number of withdrawals during the statement cycle and any "excessive transaction" fees for exceeding the applicable withdrawal limit (generally six withdrawals during the statement cycle).
- E. Expedited Card Delivery Fee.** We may charge a fee if you request "expedited delivery" of a Card, which fee is charged to your Account(s). The current amount of this fee will be disclosed at the time of your request and before you agree to incur the charge.

## **6. DOCUMENTATION.**

- A. Terminal Transfers.** Where transfers are allowed, you can get a receipt at the time you make a transfer to or from your Account(s) using an ATM or POS terminal.
- B. Preauthorized Credits.** If you have arranged to have direct deposits made to your Account(s) from the same person or company, you can call us at the phone number on your Account statement to find out whether or not the deposit has been made.
- C. Periodic Statement.** You will get a monthly statement from us for your checking Account(s). You will get a monthly statement from us for your savings Account(s) unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

- 7. LIMITATION ON LIABILITY.** You agree that the Bank will not be responsible or liable in any manner for any of the following: (1) the refusal or delay of any other financial institution, any merchant, or any person or entity to honor your Card; (2) any goods or services purchased with your Card; (3) 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 next paragraph); and (4) any unsuccessful attempt to use your Card at 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 next paragraph).

- 8. LIABILITY FOR FAILURE TO MAKE ELECTRONIC FUND TRANSFERS.** If we do not complete an electronic fund transfer to or from your Account(s) on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages as prescribed by the federal Electronic

Fund Transfer Act. However, there are some exceptions to our liability. We will not be liable, for instance: (1) if, through no fault of ours, you do not have enough money in your Account(s) to make the transfer, or if the transfer would create an overdraft that would not be covered by or would exceed the credit limit on any overdraft protection account (or exceed funds available in any Account that has been linked for overdraft protection) you have with us; (2) if the funds you are attempting to transfer are subject to legal process or other encumbrance restricting such transfer; (3) if the ATM where you are making the transfer does not have enough cash; (4) if the ATM or other electronic terminal or system was not working properly, and you knew about the breakdown when you started the transfer; (5) if circumstances beyond our control prevent the transfer despite reasonable precautions that we have taken; or (6) if any other exception stated in this Agreement or any other governing electronic transfer service agreement (e.g., the Deposit Account Agreement and online banking agreement) or by law applies.

- 9. CONFIDENTIALITY.** The Bank will disclose information to third parties about your Account(s) or the transfers you make: (1) where it is necessary for completing transfers; (2) in order to verify the existence and condition of your Account(s) for a third party, such as a credit bureau or merchant; (3) in order to comply with government agency or court orders; (4) as disclosed in a separately provided privacy policy; or (5) if you give us your written permission.

**10. UNAUTHORIZED ACTIVITY, UNAUTHORIZED TRANSFERS.**

**A. Consumer Liability.** TELL US AT ONCE IF YOU BELIEVE YOUR CARD OR PIN HAS BEEN LOST OR STOLEN, OR IF YOU BELIEVE THAT SOMEONE HAS MADE OR MAY MAKE AN UNAUTHORIZED TRANSACTION WITH YOUR CARD. TELEPHONING IS THE BEST WAY OF KEEPING YOUR POSSIBLE LOSSES DOWN. YOU COULD LOSE ALL THE MONEY IN YOUR ACCOUNT(S), PLUS YOUR MAXIMUM OVERDRAFT LINE OF CREDIT. If you tell us within two (2) business days after you learn of the loss or theft of your Card and/or PIN, you can lose no more than \$50 if someone used your Card and/or PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card and/or PIN, and we can prove we could have stopped someone from using your Card and/or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was sent or made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods. Our phone numbers, addresses, and business days are listed in paragraph 11.

**B. Fraud and Claim of Loss.** In cases of forgery, fraud, alteration, or other unauthorized activity, if you claim reimbursement, you must cooperate with us in investigating the loss. You must give us an affidavit with reasonable information, including specific items, amounts, and dates that are claimed. Although the Bank may be obligated to act in response to your claim, you also agree that you will report to law enforcement authorities the wrongdoing or any criminal act related to claims of lost or stolen Card/PIN or checks, forgery, fraud, alteration, or unauthorized withdrawals or activity. After you have notified us, we will have a reasonable time to investigate the surrounding facts and circumstances and to make a determination of the validity of the claim. Other than action involving bad faith, we are not liable for any indirect, incidental, special, consequential, or punitive damages you may incur, including loss of profits, or for any of your attorney fees. While seeking reimbursement from us, you agree not to waive or compromise any rights you have to recover the loss against any other person who may be liable to pay for or who has insured the loss. You are obligated to pursue these rights of repayment or insurance coverage and, at our option, we may require that you assign those rights to us. If we are obligated to reimburse you for unauthorized or fraudulent items, our liability will be reduced by any insurance or other reimbursement proceeds you receive from other sources. In addition, any liability that we may incur for funds transferred to or intercepted by a person other than your intended payee shall be reduced by any amount or benefit ultimately received by your intended payee, directly or indirectly.

- 11. TRANSFER ERRORS AND ERROR RESOLUTION.** In case of errors or questions about your electronic transfers, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt, please call or write us as soon as you can at the appropriate telephone number or address listed below. We must hear from you no later than 60 days after we sent or made available the FIRST statement on which the problem or error appeared. When communicating with the Bank on these issues, please be prepared to provide the following information:

- Tell us your name and Account number (if any);

- Describe the error of the 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; and,
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (5 business days for Card POS Transactions processed by Visa and 20 business days if the transfer involved a new Account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (up to 90 days if the transfer involved a new Account, a POS Transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 business days (5 business days for Card POS Transactions processed by Visa and 20 business days if the transfer involved a new Account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account. Your Account is considered a new Account for the first 30 days after the first deposit is made, unless each of you already has an established Account with us before this Account is opened. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation and any provisional credit will be reversed even if the reversal results in an overdraft in the Account(s). Timeframes described herein may be different if your error or question does not claim unauthorized activity. You may ask for copies of the documents that we used in our investigation by calling the phone number listed below.

CUSTOMER SERVICE  
P.O. BOX 25787  
SALT LAKE CITY, UT 84125

Business days: Monday through Friday excluding federal and certain state holidays.  
Telephone Number: **+1 (888) 758-5349** (available 24 hours a day)

The address and telephone number above should be used for Zions First National Bank, Amegy Bank, California Bank & Trust, National Bank of Arizona, Nevada State Bank, and Vectra Bank Colorado.

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

- A.** Upon verbal notification from you of unauthorized signature-based 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 signature-based transaction. In evaluating your claim, the Bank will consider whether gross negligence or fraud on your part has contributed to the Transaction(s) 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, PIN, or Account(s).
- B.** The Bank will provide you with provisional credit for unauthorized signature-based transaction(s) within 5 business days from receipt of notification. Additionally, the Bank may require written confirmation of the unauthorized Visa transaction(s) before providing provisional credit. For purposes of this paragraph, an "unauthorized" transaction does NOT mean: (1) any transaction by (a) a Cardholder, (b) a person authorized by a Cardholder, or (c) any other person with an interest in or authority to make transactions on the Account; or (2) any transaction by a Cardholder that exceeds the authority given by the Account Owner.

**13. INTERNET GAMBLING AND ILLEGAL USE.** You agree not to permit the use of the Card for illegal gambling or for any unlawful purpose or for any Transaction that violates applicable law. We may block or refuse to approve any Transaction that we believe may violate this provision.

- A. Internet Gambling.** The Unlawful Internet Gambling Enforcement Act of 2006 prohibits any person or business from knowingly accepting payments (credit, electronic fund transfers, checks, or any other payment involving a financial institution) in connection with the participation of another person in

unlawful Internet gambling. Such Transactions are termed "Restricted Transactions" (defined in 12 Code of Federal Regulations Part 233). Restricted Transactions are prohibited from being conducted or processed through your Account(s). We have elected to not offer accounts to organizations that offer or sponsor Internet gambling. Accounts receiving or processing Internet gambling Transactions are subject to closure.

**B. Advisory Against Illegal Use.** You agree not to use your Card, or to make other electronic fund transfers, for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that Transactions are lawful in all jurisdictions in which the Cardholder may be located.

- 14. CARD SECURITY RESPONSIBILITIES.** You are responsible for preserving the confidentiality of your Card and PIN. Do not divulge or share your Card and/or PIN with anyone unless you are granting them full access to your money and know the other person will preserve the confidentiality of your Account(s) information. Except as may be limited by applicable law, giving your Card and/or PIN with permission to use it means that you will be responsible for whatever withdrawals or transfers that person makes, even if that person exceeds the authority you granted that person, or any limitation on your own authority. Please refer to the Deposit Account Agreement for additional security responsibilities.
- 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 division 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. VISA ACCOUNT UPDATER.** Card accounts are automatically enrolled in the Visa Account Updater (VAU) feature required by Visa. This feature enables the electronic exchange of account information between Visa and participating merchants to support payment continuity with credential-on-file merchants, such as recurring and installment payment providers. Through the VAU, Visa may provide updated credit card information resulting from account closures, cards reported lost or stolen, expiration date changes, or other actions causing Card information changes. Updates are not guaranteed before the next billing cycle, and the Bank is not responsible for late, missed, or recurring payments. To opt-out of the VAU feature for your Card Account(s), please contact the Bank by calling the number on the back of your Card.
- 19. DISPUTE RESOLUTION.** Any dispute, claim or controversy between you and the Bank in connection with this Agreement, your Card, or any authorized or unauthorized Transaction involving your Account(s) 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. They may include, without limitation, waivers of rights to participate in class action proceedings, waivers of rights to a jury, mandatory binding arbitration provisions, mandatory binding judicial reference provisions, and/or mandatory informal dispute resolution.
- 20. 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 to the parties hereto.
- 21. 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 of your Account(s) or of this Agreement at any time. The Bank will provide you with notice of the amendment to the extent required by law.

- 22. 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**.