

# Terms and Conditions for the Agility Cash

## Credit Card Cash Back Program

Effective 10/15/2024

These Terms and Conditions ("Terms and Conditions") constitute an agreement between you and Zions Bancorporation, N.A. ("**Bank**"), the issuer of your Agility Cash Visa credit card ("**Card**"), and govern the enrollment of your Visa Credit Card Account ("**Account**") in the Bank's Cash Back Program<sup>1</sup>. They are in addition to the Credit Card Agreement and Disclosures applicable to your Account, and any other terms, conditions, or rules that we may issue from time to time, with or without notice, concerning the Cash Back Program.

You automatically accept these Terms and Conditions as they apply to the Credit Card Cash Back Program on the earlier of (a) 15 days from the date your Account is enrolled in the program or (b) the date you first use your Card after enrollment in that program.

### GENERAL DEFINITIONS

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**Active Account** – An Account with at least one Qualified Net Purchase in the previous 12 billing periods.

**Cash Back Program** – The Bank's credit card account loyalty program where a percentage of the monetary amount of Qualified Net Purchases made in a billing period is stored in your Account until redeemed in the form of a statement credit, or a credit transfer to another bank account. Cash back rewards are reflected in the billing statement for the period in which they were earned.

**Good Standing** – An Account that is not over limit, closed, more than 60 days past due, or otherwise deemed ineligible for ongoing use.

**Ineligible Transactions** – The following Account transactions are ineligible to earn cash back: 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, and transactions that are not bona fide purchases of goods or services delivered or performed by a merchant.

**Qualified Net Purchase** – Any transaction other than an Ineligible Transaction or credit to your Account.

**You, Your, Yours** – refer to the person(s) named on your Account application.

### GENERAL DISCLOSURES

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- The Cash Back 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 Bank reserves the right to:
  - decline to enroll your Account in the Cash Back Program or
  - terminate your Account's enrollment in the program.
- Redemption of rewards may result in your receipt of taxable income. You are solely responsible for any tax liability arising out of redemption of rewards. Please consult with your tax advisor should you have any questions regarding your personal tax situation.

### CASH BACK PROGRAM

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**(a) EARNING CASH BACK.** You are eligible to earn cash back on the earlier of a) the date you activate and use your Card or b) the first day of the billing cycle that immediately follows your enrollment in the program. There is no limit on

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<sup>1</sup> The name of the Bank division where you opened your Account appears on the face of your Card, on your monthly statement (whether in paper or electronic form), and on other materials related to your Account.

the amount of cash back you can earn. Earned but unredeemed cash back does not expire while your Account is Active and remains in Good Standing.

- (i) **Standard Earn Rate.** You earn 1.5% cash back for every one dollar (\$1) spent on Qualified Net Purchases, rounded to the nearest whole dollar. We reserve the right to determine whether a purchase or amount qualifies to earn cash back.
- (ii) **"Loyalty" Cash Back.** From time to time, we may offer temporary promotions that let you earn "Loyalty" cash back by obtaining or using Bank products other than credit cards.
  - (a) The terms for earning loyalty cash back on non-credit card Bank products will vary by promotional campaign and can be changed or discontinued at any time without notice.
  - (b) If you have questions about the terms or effective dates of a Loyalty cash back promotion, please call us at call 1-800-494-1698 or visit your Bank branch.

**(b) REDEEMING EARNED CASH BACK.**

- (i) You must request redemption of cash back you have earned. In order to redeem:
  - (a) You must have a minimum of \$1 earned cash back, and
  - (b) Your Account must be Active and in Good Standing.
- (ii) There are two ways to receive your cash back:
  - (a) As a credit to a deposit (checking or savings) account maintained at the Bank division named on the front of your Card, or
  - (b) As a credit to your Account.
- (iii) Cash back may be redeemed only by an owner of the Account or an authorized user of the Account, including, without limitation, any person who is authorized to access the Account via mobile app or online banking and any authorized company contact on a business Account. You may request redemption of cash back by:
  - (a) accessing your Account via mobile app or online banking;
  - (b) calling us toll-free at the number on the back of your Card (24 hours a day / 7 days a week); or
  - (c) visiting a Bank branch during regular business hours.
- (iv) The deposit or credit of your cash back will occur 2 to 3 business days following receipt of your redemption request.
  - (a) If you request redemption of cash back by deposit to a deposit account that is closed, the monetary value of the cash back will be credited to your Account.
  - (b) A redemption of cash back does not qualify as a payment on your Account. Please be sure to make at least the minimum payment shown on your Account's periodic statement even if cash back was credited to your Account during the statement's billing period.
  - (c) The crediting and redemption of cash back are considered final. You are responsible for reviewing your Account's periodic statements and notifying us promptly if you believe a statement contains any error. Your Account will be deemed correct, and we may not be able to make any changes you request to any Qualified Net Purchases or your redeemed or unredeemed cash back amounts after 90 days, though we reserve the right to do so in our sole discretion.
  - (d) We may reverse an earned cash back and/or cancel your Account's enrollment in cash back if we determine in our sole discretion that the related purchase was an Ineligible Transaction.
  - (e) The award and redemption of cash back will be suspended whenever your Account is not Active and in Good Standing.
  - (f) If the Cash Back Program is cancelled, your Account is closed for any reason, or your participation in the Cash Back Program is terminated, all unredeemed cash back will be forfeited.