

DIRECT CONNECT SERVICE AGREEMENT

(with optional Bill Payment Service (Personal & Business))

(VERSION 4/18/2025)

NOTICE TO ALL DIRECT CONNECT, PERSONAL ACCOUNT HOLDERS: This Agreement includes disclosures applicable to Personal Accounts, including “consumer accounts” (as defined under the Electronic Fund Transfer Act (“EFTA”) and its implementing Regulation E, as it can be amended from time to time). Read this document carefully and retain a copy for your records.

NOTICE TO ALL (PERSONAL AND BUSINESS ACCOUNT HOLDERS) DIRECT CONNECT SERVICE CUSTOMERS: Unless specifically stated otherwise, agreeing to this Agreement does not constitute automatic enrollment in Digital Banking or any of the Digital Banking Services provided under the Digital Banking Service Agreement (“DBSA”). This means that for any Digital Banking-related or similar services not made available under this Agreement, you must enroll in and agree to those specific terms separately.

Before using the Service, ALL DIRECT CONNECT SERVICE CUSTOMERS must consent to receiving disclosures electronically (See PART A; Consent to Delivering Electronic Disclosures) and read and agree to all remaining PARTS of this Agreement, except as may be indicated therein. If you do not consent and agree, you cannot use Direct Connect. **This Agreement contains dispute resolution provisions, including a waiver of jury rights.**

PART A –Agreement; Consent to Electronic Signatures and Disclosures; Service Requirements; Required Acknowledgments; Security; General Terms.

PART A sets forth general terms and conditions that apply to all users of any feature, product or capability made available through the Direct Connect Service. We may choose (in our sole discretion) to exclude certain persons, including, but not limited to, certain customers of Zions Bancorporation, N.A. and/or any Division(s) or all minors from enrolling in the Direct Connect Service or using selected features. **Please note that one or more services and/or features provided in connection with the Service may not be made available for you even though they are listed or otherwise described in this Agreement, and you are enrolled in this Service as a customer type who may otherwise be eligible for such services and/or features.** Further, any such features made available via the Service may be added, deleted or changed without prior notice to you, unless otherwise prohibited by law.

- 1. Agreement.** This Direct Connect Service Agreement (“**Agreement**”) governs the Direct Connect Service, or “**Service**”) that Zions Bancorporation, N.A., provides to you, including any individual deemed to be an agent or otherwise authorized to act on behalf of (“**you**”). Zions Bancorporation, N.A. operates through divisions with trade names that include **Amegy Bank, California Bank & Trust, National Bank of Arizona, Nevada State Bank, Vectra Bank Colorado, and Zions Bank** (each a “**Division**”) (Zions Bancorporation and any Division(s) through which the Service is provided to you is collectively referred to as “**Bank**”, “**we**”, “**us**” or “**our**”). Important capitalized terms are defined herein and in PART D.

Before using Direct Connect Services, you, on behalf of yourself and, to the extent applicable, the customer enrolled in the Direct Connect Services, must both: (a) consent to receive disclosures, notices, and other communications electronically; and (b) read and accept this Agreement. If you do not consent and agree, you cannot use the Service. You agree that you are deemed to automatically renew your consent and acceptance each time you sign in and/or use the Service. To use the Direct Connect Service with your Accounts at more than one Division of Zions Bancorporation, N.A., you must separately enroll in each such Division’s independent Direct Connect Service, which may require enrollment in Digital Banking if you are a Personal Account customer.

This Agreement will be effective as of the first day we make the Service accessible to you. Each time you access the Service, you confirm your agreement to these terms, as amended by us from time to time. Please note that: (i) one or more services and/or features may not be made available by any Division even though it is listed in this Agreement, even though you are enrolled as a customer type that may be eligible for such services and/or features; and (ii) your acceptance of this Agreement does not automatically mean that you are enrolled or approved for a particular feature or offering associated with, or generally provided as part of the Direct Connect Services.

This Agreement is supplemented by the terms of your Deposit Account Agreement and other "Account Agreements" (defined below), but this Agreement governs over any conflicting terms therein with respect to the Direct Connect Services. Otherwise, our rights and your responsibilities under this Agreement and the Account Agreements are intended to be cumulative.

Dispute Resolution; Jury Waiver. Except as may be prohibited by applicable law, YOU AGREE AND ACKNOWLEDGE THAT YOU AND THE BANK AGREE, WITH REGARD TO ANY DISPUTE CONCERNING THE DIRECT CONNECT SERVICES, TO WAIVE: (A) TRIAL BY JURY; (B) PARTICIPATION IN A CLASS ACTION; AND (C) PARTICIPATION IN A PRIVATE ATTORNEY GENERAL AND PUBLIC INTEREST LITIGATION.

You further agree and acknowledge that the dispute resolution provisions found in your Deposit Account Agreement and other Account Agreements between us (as may be amended from time to time) shall also govern the resolution of any disputes under or in connection with this Agreement or the Service.

2. **E-Sign Consent; Electronic Signatures, Contracts and Records.** When you authorize, instruct or otherwise initiate items or transactions to be charged to your Account through the Service, you agree that we may charge the affected Account without requiring your signature on an item and without prior notice to you. Any transactions or communications resulting from your instructions which we receive in your name and under your credentials shall be deemed to have been "a writing" and authenticated by you "in writing" for purposes of any law in which a writing or written signature is needed or required. All records maintained by us of transactions under your credentials shall be deemed to have been "signed" and to constitute an "original" when printed from records established and maintained by us or our authorized agent in the normal course of business.

You agree that we may contract and communicate electronically with you, including execution and retention of contracts, documents, and certifications, electronically, including this Agreement. You agree not to contest the authorization for, or validity or enforceability of, our electronic records, contracts and documents, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files or records are to be in writing or signed by the party to be bound thereby. Records, contracts and electronically "signed" documents, if introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records. Upon our request, you agree to manually sign or place your signature on any paper original of any record, contract or "signed" document which we provide to you containing your purported signature.

The current version of this Agreement may be viewed and printed or saved online in the Agreement Center at your Division's Website.

3. **E-Sign Consent; Consent To Electronic Disclosures.** By using the Service, this Agreement and/or agreeing to the E-Sign Consent (as applicable): (i) you consent to receiving and being bound by Electronic Documents, as defined in the E-Sign Consent for Execution and Delivery of Electronic Documents ("E-Sign Consent"), which includes, but is not limited to, this Agreement and any notices, changes in terms and disclosures in connection with the Service; (ii) you agree that the Electronic Documents are in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act ("Act"); and (iii) you and we both intend for the Act to apply to all disclosures, services and documents governing, relating to, or used in connection with the Service.
4. **Consent to Receive Communications to Your Mobile Device.** By accepting these terms, you consent to receiving text messages and autodialed, prerecorded or artificial voice ("PAV") calls to any number(s) you provide, and you acknowledge that, in any event and to the extent not prohibited by applicable law, by voluntarily providing your telephone number(s) to us, you expressly agree to receive autodialed, PAV messages and texts from us, including from our affiliates and third-parties calling on our behalf. You further certify that you are the owner of the Mobile Device and specified account. The frequency of messages sent via SMS text may vary depending on the type and frequency of Communications, transactions or other instructions you initiate via the Service. Message and data rates may apply. *Right to Opt Out.* You may opt-out of autodialed, PAV calls or text messages from us at any time. To opt-out of autodialed and PAV calls (but not text messages), call your Customer Care Center as set forth in this PART A. You may also opt out of receiving text messages from us, subject to applicable law or other express agreement between you and us. To opt-out of text messages, reply STOP to any text message you receive. For help, text HELP. You acknowledge and agree that you may receive a text message confirming your opt out. You cannot opt out of necessary service, authentication, or fraud messages [including but not limited to one-time passcodes used for authentication, identity verification or other security or fraud prevention related purposes. Mobile carriers are not liable for delayed or undelivered messages.
5. **Contract Requirements.** To use the Service, you must: (i) be an individual at least 18 years of age or a legally formed entity; (ii) have a postal mailing address in the United States and a valid and active e-mail address; (iii) have a valid eligible Billing Account with Zions Bancorporation, N.A.; and (iv) be a United States resident. Other restrictions may apply.

6. **Customer Care Center.** The telephone number and address for your Customer Care depends on which Division of Zions Bancorporation, N.A. provides you the Service:

<u>For Customers of:</u>	<u>Call:</u>	<u>Or write:</u>
Amegy Bank	(888) 500-2960	P.O. Box 30709 Salt Lake City, UT 84130
California Bank & Trust	(888) 217-1265	P.O. Box 30709 Salt Lake City, UT 84130
National Bank of Arizona	(800) 497-8168	P.O. Box 30709 Salt Lake City, UT 84130
Nevada State Bank	(888) 835-0551	P.O. Box 30709 Salt Lake City, UT 84130
Vectra Bank Colorado	(800) 884-6725	P.O. Box 30709 Salt Lake City, UT 84130
Zions Bank	(800) 840-4999	P.O. Box 30709 Salt Lake City, UT 84130

7. **Dollar Limits.** The following dollar limits apply to DC Internal Transfers and DC Bill Payments services described in PART C:

1. DC Internal Transfer : \$2,500 in the aggregate each Business Day;
2. Bill Payments through DC Bill Payments: For Personal Account customers the following are the aggregate Business Day and per transaction limits for DC Bill Payments: a) \$149,999.99 for the DC Bill Pay Service offered through Amegy and Zions; b) \$99,999.99 for the DC Bill Pay Service offered through Vectra Bank Colorado; and c) \$49,999.99 for the DC Bill Pay Service offered through California Bank & Trust, National Bank of Arizona, and Nevada State Bank.

Additional limits, including additional dollar limits, may be applied to your Service, and will be disclosed separately. For security purposes, the Service or Software may impose additional limits.

8. **Protect Your Access Credentials.** When you enroll in the Direct Connect Service, the Software will generate a partner/customer identification number ("Partner ID") and password ("Password" or "Passcode") and may, from time to time, require use of other biometric verifications (e.g., fingerprint, facial recognition), one-time passcodes used for transaction-based authentication services, and other identifiers, codes, tokens, passwords, that we or Software providers issue to you or allow you to select or use for purposes of security, identification, Communication or transaction verification to be used in connection with accessing your Account(s) via Direct Connect Service (**collectively referred to as "Access Credentials"**). **You will use your Access Credentials to access the Software and utilize Direct Connect Services with respect to your Accounts.** For security purposes, we may suspend, revoke or cancel your Access Credentials at any time and without prior notice, up to and including termination of your Direct Connect Service, then require you to re-enroll in the Direct Connect Service (which may also require enrollment in Personal Digital Banking, if applicable) and receive new Access Credentials before restoring your Service. You must take all necessary precautions to safeguard your Access Credentials. You are solely responsible for maintaining the confidentiality of your Access Credentials, account numbers and other account data. You also agree not to reveal any of your Access Credentials, account numbers and other account data to any person not authorized by you to use the Service or access your Account(s). You also agree to immediately notify us, if your Access Credentials are compromised. You agree that if you share your Access Credentials with anyone, you do so at your own risk. Except to the extent limited by applicable law, you agree to indemnify and release us from liability for any claims related to our having honored a Communication, instruction, transaction or action in reliance on the use of your Access Credentials to facilitate any such Communication, instruction, transaction or otherwise access your Account via the Direct Connect Service. It is recommended that you memorize your Access Credentials, avoid using them with another website, service or software and refrain from writing them down. For Business Account customer using Direct Connect Services, references to "your Access Credentials" include Access Credentials issued to any persons, authorized users or otherwise who you have permitted to use or access your Account(s) via the Direct Connect Service. Access Credentials issued to your authorized users are subject to your obligations under this Agreement; therefore, their use and confidentiality are your responsibility).

Note: Some Software or other software applications may store Access Credentials or other identifying information to facilitate future access to websites or mobile applications. For security reasons, you agree to disable those features.

If you use a third-party service to access your Account(s) using the Service on your behalf and for which you share your Access Credentials, that third-party service shall be your agent (not ours). You and your agent shall be solely responsible for, and you shall indemnify and hold us harmless from, all use, misuse, loss, or disclosure of your Access Credentials or personal data, and any Communication, instruction, transaction or activity conducted by that service, employees, or subagents or unauthorized persons.

If you elect to use an optional biometric identification procedure performed on your Mobile Device or via a third-party service selected by you (including any Software), then we can accept and act upon identity authentication from that Mobile Device or Software without further action or responsibility on our part to confirm your identity.

Important Note: If any other person's biometric information becomes associated (with or without your knowledge) with Software (whether within a Mobile Device, desktop or otherwise) for which you or your agent have registered for biometric identification, then that other person's biometric information shall be one of your Access Credentials, and you are authorizing that person to access your Account(s) through the Service. Enabling biometric identification for the Software or software within a Mobile Device, desktop or otherwise that is shared with or may be used by another person to access the Service or your Account(s) generally is strongly discouraged. It is your sole responsibility to understand and agree that upon signing in with proper Access Credentials, after a new biometric has been added, any individual associated with the newly added biometric may be able to access and use the Service in the same manner as you.

Except as limited by law, you are liable for all actions, Communications, instructions and transactions issued or performed by any person to whom you have revealed your Access Credentials, or who otherwise obtained and uses your Access Credentials, even if any such actions (including transfers of funds) were not in fact authorized by you. If disclosed, Access Credentials can be used by persons who are not signers or authorized to transact on your Accounts. Access Credentials are used to verify the authenticity of Communications, instructions or transactions initiated through Direct Connect. **Note to Personal Account customers:** see notice of consumer rights in PART B of this Agreement. **Note to Business Account and/or Credit Account customers:** The Service issues only one Partner ID and Passcode per customer. If you need the higher security of a separate user identification and/or password for each of your authorized users, you should contact your Customer Care Center or bank representative about alternate products, including Business Digital Banking, business or treasury online banking services. You agree to change your Access Credentials for the Service if you wish to terminate any previously authorized user's access to the Service. By using the Service, you agree, reaffirm and represent to us that our receipt and reliance on your Access Credentials to verify the authenticity of instructions (without regard to whether the user of the Access Credentials is an authorized signer on the Account), including any Communications, instructions, DC Internal Transfer requests or DC Bill Payment Instructions issued in your name or on your Accounts, is commercially reasonable for your expressed needs, taking into consideration the size, type and frequency of instructions you normally issue and expect to issue using the Service.

9. **Your Internal Security.** You bear sole responsibility for establishing, maintaining, implementing, and updating policies, procedures, equipment, and Software or software ("**Internal Security Controls**") that ensure the security and integrity of your computer systems, Mobile Devices, and information, protect them from any unauthorized use, intrusion, takeover or theft, and prevent your Access Credentials from any unauthorized discovery or use (collectively "**Internal Security Breaches**"). You further agree to keep your browser and operating system up to date. You agree to install and maintain appropriate firewall and anti-virus software on any equipment you use to access the Service, to protect your data when connected to the Internet. We have no duty to review your Internal Security Controls, identify deficiencies, or make recommendations. Except to the extent limited by applicable law, you assume sole responsibility for all loss, damage, or injury arising from any failure of your equipment, software not provided by us (including any Software required for the Service), the disruptions or unavailability of connectivity, viruses, spyware, malware, or worms affecting your equipment or software or Software. As a result, you bear all risk of fraudulent transfers and other losses or disclosures arising from your Internal Security Breaches or from the interception of your Communications or instructions prior to their receipt by us (collectively "**Internal Security Losses**"). We will not reimburse your Internal Security Losses. You are encouraged to consider purchasing insurance to cover your Internal Security Losses.
10. **Encryption Limitations.** Encryption of data transmissions does not guarantee privacy. Data transferred via the Direct Connect Service is encrypted to provide transmission security. Notwithstanding our efforts to ensure that the Services are secure, you acknowledge that the Internet is inherently insecure and that all data transfers (including transfer requests and electronic mail) occur openly on the Internet. This means that data transfers potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Direct Connect Service will not be monitored or read by others. You expressly acknowledge that any wireless access to the Software and therefore the Direct Connect Services initiated by you may not be secure and, in such cases, you assume the risk associated with unauthorized access to Accounts through the Direct Connect Service and any information contained therein, resulting from such wireless connectivity.
11. **If Your Access Credentials are Lost, Stolen, or Compromised; Unauthorized Use of Access Credentials.** If you believe that any of your Access Credentials (or any other approved access devices) have been lost or stolen, that someone is using your Access Credentials without your permission, or that someone has transferred or may transfer funds from your Account(s) without your authorization, IMMEDIATELY notify Customer Care Center in accordance with the section entitled "Customer Care Center" in this PART A to minimize your possible losses.

You should also call the number or write to the address listed the section entitled "Customer Care Center" in this in PART A if you believe any DC Internal Transfer, DC Bill Payment or other Communication, instruction or activity has been performed without your permission.

- 12. Limitations on Transfers from a Saving or Money Market Account.** You agree and acknowledge that if you use the Services to transfer money from your Deposit Account to another deposit account held with us or a third party and your Deposit Account deducted for the transaction is a savings or Money Market account, then the transfer will count towards one of your six withdrawals allowed per statement month and if you exceed the limitation, we may charge you a fee or subject such Deposit Account to additional limitations or restrictions. Please see your Deposit Account Agreement and applicable account disclosure for additional details.

13. Security Procedures, Responsibility to Utilize all Security Procedures; Agreement to Alternative Security Procedures

Security Procedures. You agree and acknowledge that the Access Credentials and any other authentication method or tool offered by us or made available through the Software, one or more Related Documents are the Security Procedures. Also, you agree and acknowledge that we may use the Security Procedures to verify access to your Accounts via the Direct Connect Service, and/or to authenticate Communications, which includes, but is not limited to, any Order made in your name delivered to us through or in connection with the Direct Connect Service.

More specifically, you agree and acknowledge that your agreement to the Security Procedures set forth herein is for purposes that include, but are not limited to, Uniform Commercial Code Article 4A, Funds Transfers, as it may be amended from time to time. Consequently, you agree and acknowledge that: (a) the authenticity of Orders issued to us in your name will be verified by us pursuant to the Security Procedures; and (b) Orders in your name delivered to us through Digital Banking authenticated using the Security Procedures may be relied on by us as your effective Order and you will be obligated on the Order, whether or not authorized. Notwithstanding the foregoing, you agree and acknowledge that we shall have no liability to you if, despite authentication by the Security Procedures, we delay or do not process a Communication (including an Order) that we, in good faith, believe or suspect might not be authentic or authorized.

Also, you agree and acknowledge that if one or more Communications, including any Orders, were authorized by you and/or you are bound by any such Communications under the law of agency, then you will be obligated on such Communications even if we did not authenticate the Communications using the Security Procedures and even if the Security Procedures would have prevented the error. You agree and acknowledge that the Security Procedures are intended to authenticate Communications and not to detect error. You are solely responsible for the accuracy of your Communications.

Further, you agree and warrant that you have: (a) assessed the risks presented by the possibility of unauthorized access to, and/or unauthorized instructions to transfer funds from your Accounts through the Software used in connection with the Direct Connect Service; (b) reviewed the Security Procedures in consideration of such risks; and (c) determined that the Security Procedures are commercially reasonable security procedures for your needs, including, but not limited to, the size, type and frequency of Orders that you use Digital Banking to accomplish. You agree and acknowledge that the Security Procedures are a commercially reasonable method of providing security against unauthorized Orders or other instructions after considering the risks. Also, you agree and acknowledge that we, acting in good faith, are entitled to receive, act upon, execute, and rely upon any Orders that are authenticated by the Security Procedures. And, you agree and acknowledge that such authenticated Orders shall be effective as your Orders and we shall have no obligation to further investigate the authenticity of any Orders or instructions that are authenticated by the Security Procedures.

Additionally, you agree and acknowledge that each subsequent use of the Direct Connect Service by you shall constitute a reacceptance and a reaffirmation of your ongoing agreement and warranty that the Security Procedures, which are a menu of Security Procedures that may be added to or modified from time to time, remains commercially reasonable for the size, type and frequency of Communications that you use the Direct Connect Service to accomplish.

Finally, you agree and acknowledge that in your current and ongoing review of the Security Procedures in connection with your use of the Direct Connect Services, now and in the future, you will notify us immediately in the event your use of any Direct Connect Services that allows for the movement of money, would necessitate or be better served by a level of security that exceeds that offered by the Security Procedures. In the event of such notification, you agree and acknowledge that we reserve the right to suspend any Direct Connect Service. If you fail to notify us immediately, then you agree and acknowledge that the Security Procedures made available by us for each service offered within Digital Banking are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

Responsibilities to Utilize all Security Procedures. You agree and acknowledge that any additional or modified authentication tool or method we make available, now or in the future, to authenticate any Communications (including Orders) received by us in your name

in connection with any Direct Connect Services are part of the Security Procedures and it is your responsibility to use these additional or modified authentication tools or methods when we make them available to you. Specifically, you agree and acknowledge that this responsibility, which requires you to regularly review all types of additional or modified tools or methods for authentication of Communications we make available, as they may be updated or modified from time to time, requires specific action on your part, such as, but not limited to, enabling or enrolling for additional or modified authentication tools or methods through your Primary Administrator's self-administration functionality within Digital Banking. For example, through Direct Connect, we may make available, depending on your type of Account, business entity structure and/or whether you have multiple authorized users, the ability to have a Security Procedure that would require that certain Orders must be initiated and approved using the separate Access Credentials of two Authorized Users ("Dual Control"). If, and when, Dual Control is made available by us as an additional tool or method for authentication of certain Orders, then you agree and acknowledge that: (a) you will utilize Dual Control with or without any specific separate request by us; and (b) Dual Control is a commercially reasonable security procedure for the size, type and frequency of Communications or Orders that you use the Direct Connect Service to accomplish.

Agreement to Alternative Security Procedures. If you choose not to use a Security Procedure other than Access Credentials that we made available to you in connection with the Software or Direct Connect Services (such as Dual Control or an updated MFA method) and/or later discontinue utilizing a Security Procedure other than Access Credentials, then you understand and acknowledge that you are **expressly** agreeing to "alternative security procedures." You understand and acknowledge that we highly recommended that you utilize all Security Procedures that we make available to you, in particular Dual Control (when/if it is available for utilization by you in connection with Direct Connect Services), and that by not using any or all Security Procedures in addition to the Access Credentials made available to you constitutes your refusal of one or more Security Procedures that are commercially reasonable. Also, you agree and acknowledge that by agreeing to "alternative security procedures" you have made a voluntary decision that the Security Procedures you are using, such as Access Credentials and/or single control, are commercially reasonable methods of providing security against unauthorized payment orders for the size, type and frequency of Orders that you use the Direct Connect Services to accomplish. Specifically, in such a case, you agree and acknowledge that the "alternative security procedures" are the "Security Procedures" and any Order or instruction in your name delivered to us through the Direct Connect Service authenticated using such "Security Procedures" may be relied on by us as your effective Order or instruction and you will be obligated on the Order, whether or not authorized.

Further, you agree and acknowledge that by agreeing to "alternative security procedures" as the "Security Procedures" you cannot shift the risk of loss associated with unauthorized Orders to Zions Bancorporation, N.A. Furthermore, you agree to indemnify and hold us harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that you or we may suffer to the extent that such loss: (a) could have been detected, prevented, reduced or recovered by your use of one or more additional or modified authentication tools or methods we made available to you in order to authenticate Orders and/or other Communications that you declined or refused to utilize; (b) in any way relates to or arises, directly or indirectly, out of your express agreement to use the "alternative security procedures" as the "Security Procedures" to authenticate Orders in your name delivered to us through, or in connection with the Direct Connect Services; and/or (c) in any way relates to or arises, directly or indirectly, out of your failure to effectively use any Security Procedure (e.g., you provide an erroneous unique email address or mobile phone number for purposes of receiving one-time passcodes as part of an MFA protocol).

Finally, you agree that we are making various digital funds transfer and payment methods available to you under this Agreement, the nature of which may generally increase risks or losses associated with unauthorized or fraudulent funds transfers, payment orders or Communications. In exchange for the convenience and versatility inherent to such capabilities offered through Digital Banking, you agree and acknowledge California Commercial Code, Section 11202, as it may be amended from time to time, as the law governing the subsections entitled, "Security Procedures," "Responsibilities to Utilize all Security Procedures," and "Agreement to Alternative Security Procedures," as set forth above in this Agreement, without regard to conflicts of laws principles and notwithstanding any other provision in this Agreement, the Deposit Account Agreement or any other Account Agreements or Related Documents; **EXCEPT TO THE EXTENT THE APPLICABLE LAW FOR YOUR ACCOUNT(S) (AS DETERMINED BY YOUR DEPOSIT ACCOUNT AGREEMENT) PROVIDES FOR THE USE OF A RECORD STORED IN AN ELECTRONIC OR OTHER LIKE MEDIUM FOR PURPOSES OF ESTABLISHING OR DOCUMENTING AGREEMENTS UNDER ANY SUCH STATES' ADOPTION OF UNIFORM COMMERCIAL CODE ARTICLE 4A-202.**

- 14. Duty to Review Accounts and Report Discrepancies.** You acknowledge and agree to adhere to any duties under the law and your Account Agreements to frequently review activity in your Accounts, and to IMMEDIATELY notify us of any discrepancies, including, but not limited to, any erroneous or unauthorized Communications, instructions or transactions initiated, authorized or completed using the Service. You further acknowledge that consistent with terms and conditions set forth in your Account Agreements your duty to exercise ordinary care will include using any transaction history, summary or account statement information provided by or within the Software ("Transfer Documentation") to review activity on your Accounts daily. We may deem your failure to frequently review and immediately notify us as a proximate cause of an experienced loss. You agree to examine your Account statement(s) and Transfer Documentation and promptly report any discrepancy to us (including issues of authorization, amount, or beneficiary). The deadline to

discover and promptly report discrepancies depends on the circumstances but shall not exceed **14 days** from the date we send or make available (including availability online) to you: a) the account statement; b) notice of our acceptance of a transaction request; c) displaying in Digital Banking that we have posted a transaction request to your enrolled Account; or d) other information sufficient for you to detect the discrepancy, including but not limited to your Transfer Documentation provided to you by or within the Software. If you fail to promptly report the discrepancy, we shall not be liable for, and you shall indemnify us from: i) any loss of interest regarding the transaction; and ii) any other loss that could have been avoided if you had given prompt notice. If you fail to notify us within **60 days** after the account statement is sent or Transfer Documentation reflecting the transaction in question is otherwise made available to you (whichever is earlier) you are barred from any claim against us. **Personal Account Customers – please refer to additional disclosures that also apply to your duty to review periodic statements and to otherwise notify us of unauthorized electronic fund transfers, under PART B concerning “Consumer Liability” and “Errors or Questions” sections of this Agreement.**

15. **Accessing Your Accounts using Direct Connect Services.** From time to time, with or without prior notice, we can add, modify, and delete access protocols through which you may access your Accounts through the Software, features and functionality, the menus, and any applicable software we or our third parties may provide to facilitate your use of the Services. You agree and acknowledge that when we, from time to time, offer new functions in connection with the Service, you agree that by using any such functions, you will be bound by applicable law and all terms we communicate for those functions. Using the new function may require acceptance of a modification or amendment to this Agreement in accordance with applicable terms herein. Information on any activity in your Account will be reflected on your statements for those accounts and may be available to you through the Software within your Transaction Documentation. We are not required to provide you with any other notice of the receipt, transmittal, execution or debiting of transfers you execute using the Direct Connect Service.
16. **Service Availability.** The Direct Connect Service may be temporarily unavailable for regular or emergency system maintenance aside from, or in addition to any downtime or period of unavailability for maintenance or otherwise affecting the Software. We will endeavor to have scheduled maintenance to the Direct Connect Service occur during non-peak hours, but we may conduct maintenance at any time. In addition, your accessibility to the Direct Connect Service may be interrupted because of conditions or other causes beyond our control, including any downtime or period of unavailability for maintenance or otherwise affecting the Software, outages in Internet or telecommunications availability, emergency conditions, or to allow emergency personnel to use the communication networks. We will use commercially reasonable efforts to re-establish the Direct Connect Service in those instances, but we do not promise the Service will always be available for your use. We do not guarantee the functionality of Direct Connect Service or the Software through all web browsers or on all devices (mobile or otherwise), on all communications networks, in all geographic regions, or always. In no event, regardless of cause, shall we be liable to you for the unavailability of Direct Connect, Software or your inability to access the Service or to execute its functions.
17. **Electronic Mail.** Sending email is one way to communicate with us. You may use email to ask general questions and to provide feedback to us. However, you cannot use email to initiate any Communications, instructions or transactions affecting your Account(s) through the Direct Connect Service. For your security, please do not include any sensitive information (e.g., account numbers) in emails to us.
18. **User Conduct.** You assume sole responsibility for providing accurate information in the form and format that we require for using any feature or capability provided or made available through the Direct Connect Service. We are not responsible for confirming information, including Communications, or for failing to detect and reject duplicate Communications, or for monitoring or confirming that your transactions are in compliance with any fiduciary rules or laws that govern you and/or your use of the Service. If you provide us with a Communication that is incorrect in any way, you agree that we may charge your accounts for any transactions related to the Communication regardless of whether the error could have been detected by us. We are not obligated to detect errors in your Communications, Orders or other instructions. If we allow you to select a payee or another financial institution’s contact information, including numeric identification (e.g., routing and transit number), by entering or selecting the payee or institution’s name, then you are solely responsible for entering the correct name of that payee or institution and verifying the accuracy of the contact information detail.

You agree not to use the Direct Connect Service or the content or information in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising or illegal Internet gambling or those governing safekeeping or responsible accounting of fiduciary funds); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to the Service; or (i) use the Service in such a manner as to gain unauthorized entry or access to the computer systems of others.

- 19. No Commercial Reuse.** You agree that the Direct Connect Service is only for the individual use of the individuals authorized to access your account information with us. You agree not to make any commercial reuse of the Direct Connect Service or resell, lease, rent or distribute access to the Direct Connect Service. You expressly agree that you are not, and you agree to take no action that would result in your being deemed or treated as, a money service business under any applicable state or federal law, except to the extent that you have specifically and in writing previously informed us that you are a money service business.
- 20. Inconsistencies.** We and other financial institutions may act on any Communication or instruction you initiate through the Software using the Direct Connect Service affecting the associated Account or account and by reference to the account number only, even if the name on the account is also provided and even if the account number does not actually correspond to the name. To the extent applicable, if any intermediary bank or a beneficiary's bank is identified on a Communication by both name and identifying number, we and other financial institutions may rely on the number even if the name and the number are not consistent or identify different parties. Your obligations shall not be excused in these circumstances.
- 21. Provisional Credit.** You acknowledge that any credits arising from or in connection with transactions executed through or in connection with the Direct Connect Service as an ACH transaction (as opposed to an internal book transfer) may be provisional until the receiving financial institution obtains final settlement. If final settlement does not occur, the originator of the payment order is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit. You agree that when we give you credit for an incoming payment order, including but not limited to, returned credited transactions or credit reversals, it is provisional until we receive final settlement for the payment order. We may delay the availability of provisional funds at our discretion. If we do not receive a final settlement, you must return the funds previously credited to your account to us, and the person who sent the payment order will not be treated as having paid you. We may refuse to permit the use of any amount credited for an incoming payment order, including, but not limited to, a debit entry or credit reversal if we believe in our sole discretion that there may not be sufficient funds in your account to cover chargeback or return of such transaction.
- 22. Data Retention.** Without limiting any other retention obligations provided under this Agreement, you will retain data on file adequate to permit the remaking or reconstruction of all requested Services (including any Communications, Orders or other money transactions or instructions) for 1 year following the date of the execution of the request to which such data relates and will provide the data to us upon our request. You agree to determine promptly the accuracy of all records and information regarding your use of the Direct Connect Service and notify us immediately of any errors in such records or information. Nothing in this Agreement relieves you from: (a) any responsibility imposed by law, regulation, or contract regarding the maintenance records; or (b) any responsibility to perform audits and account reviews customarily conducted by persons or entities whose businesses are similar to your business.
- 23. Amending/Canceling a Transaction.** Except to the extent this Agreement provides otherwise, you do not have the right to amend or cancel a Communication, payment or transfer instruction once we have received it through the Service. If we attempt to reverse any transaction at your request, we assume no liability for any interest or losses that result if the reversal is not affected. If we attempt to affect a change or cancellation, you agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings, and damages we incur in affecting or attempting to affect any such change or cancellation. You assume sole responsibility for providing notice to the payee/receiver/beneficiary that a reversal is being transmitted, as applicable, and the reason for the reversal no later than the settlement date of the reversing entry.
- 24. Rejections and Delays by Bank.** All Communications, instructions, transactions (including Orders) are subject to our review and acceptance. Any confirmation of your Communications, instructions, transactions (including Orders) is only an acknowledgement of receipt and not an acceptance of such Communication, instruction, payment order or transaction (including Orders). We may delay or refuse to process any requested service, including Orders or other money transactions, or any other Communication from you. We may do so for any reason or for no reason. We may provide notice to you but are not obligated to do so. We may delay or refuse processing, for example, if: (a) processing would or may exceed the available funds in your affected account; (b) the Communication is not authenticated to our satisfaction or we believe it may not have been authorized by you; (c) the Communication contains incorrect, inconsistent, ambiguous, or missing information; (d) processing would or may involve funds which are subject to lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; (e) processing would or may cause a violation of any laws or rules applicable to you or to us; or (f) for any other reason under this Agreement. In addition, we shall be excused from failing to transmit or delay in transmitting a requested service if such transmittal would result in our having exceeded any limitation upon our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in our reasonable judgment would otherwise be violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. You agree that we will have no liability, including lost interest, to you or to any other person for any loss, damage or other harm caused by or arising out of any such delay or refusal.
- 25. Limitations Generally.** You agree and acknowledge that we have the right to establish, without prior notice unless otherwise prohibited by law, limitations on the amount or number of transactions permitted under this Agreement. Unless otherwise required

by law, we may also without prior notice increase, decrease, or remove such limitations at any time, and we are not obligated to enforce our limitation of any particular transaction.

26. Access Restrictions Waiver. Your Accounts may be subject to access restrictions when you are using systems or applications other than the Direct Connect Service or Software. We may limit or deny Direct Connect Services to you if there are access restrictions. Conversely, we may process your transactions based on Communications without regard to or any need to comply with access restrictions otherwise applicable to your Accounts.

27. Compliance with Laws and Rules. You agree to comply with all state and federal laws, rules, and regulations applicable to you and to your use of the Services (the “Laws”), including the operating rules of all systems used to provide Services to you (the “Rules”), and to provide evidence reasonably satisfactory to us of the same if requested by us. You agree not to use the Service for any illegal purpose, including, but not limited to, illegal Internet gambling. Also, you agree not to use the Service in any manner that would cause you to violate any applicable fiduciary rule or law, including, but not limited to, transferring funds in a manner that would be deemed to be a breach of your fiduciary duties under state law and/or the supervisory organization that governs your profession. Without limitation, you agree and acknowledge that the Service may not be used by you in violation of the laws of the United States, including sanction laws administered by the Office of Foreign Asset Controls (“OFAC”). You acknowledge and agree that the software or Software you use to access Service may be subject to restrictions and controls imposed by the Export Administration Act and the Export Administration Regulations. You agree and certify that neither the software nor any direct product thereof is being or will be used by you for any purpose prohibited by these Acts. You acknowledge that: (i) any Order or other payment order executed by us will be subject to rules and regulations applicable to Orders or payment orders, including recordkeeping and information transmittal requirement under federal Bank Secrecy Act and its implementing regulations; and (ii) we may capture any transmittal information regarding any Order (for example, beneficiary’s name and address, other beneficiary identifiers and beneficiary’s account number) as part of the processing of any Order. You agree to assist us in connection with any requirements imposed on us fulfilling our obligations in this regard.

Additionally, each account and the Service will be subject to and governed by the following:

- The terms or instructions appearing on a screen when using a Service;
- The terms of our Account Agreements with you, and our rules, procedures and policies;
- Applicable provisions of the rules of the National Automated Clearing House Association (Nacha);
- Applicable state and federal laws, rules, and regulations; and
- The rules of other funds transfer systems when used in connection with the Service (if applicable).

Nothing in this Agreement relieves you of any obligation you may have under the Laws or the Rules, and this Agreement is deemed modified to the extent necessary to allow or require you to comply with the same. You will implement and maintain procedures, including retention of legal or compliance services, to ensure that you are able to comply with all current and future Laws and Rules, including any changes to them. We are not obligated to provide information, updates or notice of or regarding the Laws or the Rules, even if we are aware of the same and of the potential for material impact on you and your use of the Services, and your indemnification and other obligations to us are not relieved or reduced by our not providing the same to you. If we do provide information, updates, or notices regarding the Laws or the Rules to you, we are not responsible for the accuracy of the same and may discontinue doing so at any time.

28. Equipment and Communication Providers. You are responsible for obtaining your own equipment, Software or software, and internet and/or mobile communications service providers as well as installing regular updates to any such equipment, Software or software. We are not a party to, and we have no duty, liability, or responsibility in connection with: a) your internet or mobile communications service provider agreement; or b) any hardware, Software, software or other product or service you may purchase from others relating to your use of the Software or the Direct Connect Service. This Agreement does not amend or supersede any agreements that you have with third parties, and you remain subject to all terms, fees, costs, other charges, limitations, and restrictions in those agreements with third parties. Your hardware, Software, software and communications providers are responsible for their products and services. You agree that any problems you may have concerning those companies’ products, services or agreements shall be resolved by you directly with them, and without involving us.

Your hardware, Software, software and/or communication services may become subject to unauthorized tracking, “hacking,” data disclosure or other manipulation by malware such as spyware, viruses, or other malicious code (e.g., “Ghost” which can take control of infected Mobile Devices). We are not responsible for advising you of the existence or potential effect of any malware. Your choice, downloading, installation and use of your hardware, Software or software and communication services are at your own risk. Except as may be prohibited by applicable law (such as Regulation E for certain consumer transactions), you agree that we have no liability for, and you shall indemnify and hold us harmless from, any losses suffered by you, us, or by third parties because of compromises in the security of your hardware, software, or communication services.

You warrant that you have not and will not: a) use any Software or software, computer, or Mobile Device whose security features have been modified or disabled (including using any "jail broken" mobile device); or b) use any disposable mobile device (e.g., "burner phone"). Such use can cause security and other problems, and you agree to indemnify and hold us harmless from any damage or loss suffered by us, you or any third person that results from such use.

At any time, we reserve the right (but shall have no duty) to limit access to any Digital Banking Channel (as defined in the Digital Banking Service Agreement) or function to only those customers who use specific security procedures, hardware, Software, software, or communication services (collectively "controls"). Our specification of required controls shall not constitute a representation or warranty that they: a) are sufficient for your security needs or will prevent any particular security compromise; or b) be compatible with your procedures, hardware, software, or communication services. We have no duty to review your security, identify deficiencies or make recommendations. Further, you agree and acknowledge that your access and/or use of the Service may be blocked in the event you use a VPN that uses an IP address that we know or have reason to believe is located or otherwise allocated to a country that is subject to an OFAC sanction, law, or executive order. Also, you agree and acknowledge that we will not be liable in any manner whatsoever if you are blocked from accessing and/or using the Service for the foregoing reason.

29. Third-Party Content. We may receive, process, and make available to you content that we receive from you and the providers of the Software. In this regard, we are merely a passive conduit for such content, although we reserve the right to block or remove any content that we believe violates this Agreement. We assume no responsibility for determining the accuracy, reliability, timeliness, ownership, legality, appropriateness or completeness of any information that you, providers of the Software or others provide to us, nor for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity on such sites or within such Software or software applications. We will not have a duty to interpret or evaluate any content transmitted to us or through the Services, except to the limited extent, if any, set forth in this Agreement. We will not be required (by means of any security procedure or otherwise) to detect errors or illegality in the transmission or content of any content we receive from you, Software providers or other third parties. We will not have a duty to notify you about any inaccuracy, unreliability, ownership, incompleteness, or other problem that may be associated with third party content, including within the Software providers' websites or applications, even if we have reason to know of its existence. Use of any content you obtain from others' websites is at your own risk.

30. Our Intellectual Property. Except with respect to any Software itself, you acknowledge and agree that the software and content used by us in the operation and provision of the Service, and the copyright, patent, trademark, trade secret and all other rights in and to the technology, processes, software, content, designs, graphics, and trademarks included by us in connection with or within the Service and our name, product names and any website URLs (collectively, by the "Intellectual Property"), are owned by us and our licensors. As such, you will not gain any ownership or other right, title, or interest in or to such Intellectual Property by reason of this Agreement or otherwise. You may not distribute, use, reproduce, duplicate, copy, publish, sell, or otherwise transfer any portion or element of the Services or the Intellectual Property. Further, you may not: (a) create derivative works of any portion or element of our website, Services or Intellectual Property; (b) reverse engineer, modify, decompile or disassemble any of the Intellectual Property; (c) deactivate or disable any password protection or other protection, security or reliability technology we incorporate in our website or the Services; (d) modify or erase any copyright or trademark notice we place within the Software; (e) engage in the practice known as "screen-scraping" or otherwise attempt to, or actually, obtain copies of content provided at the site or a list of our content or site users, or use computer programs (sometimes known as "scraper," "spiders," "robots," or "bots") to systematically access and download data; (f) access the Services by any means other than the Software; (g) frame any screens or interfaces within the Software that uses, accesses or otherwise displays the Service or our registered copyrights, trademarks or patents any Intellectual Property; or (h) use any circumvention tools, meta tags or any other "hidden text" utilizing our name, trademark, URL, product name or Intellectual Property. You agree to comply with the terms of any license agreement you have acknowledged and agreed to as part of your Software.

31. Additional Software License(s). To the extent the Direct Connect Service involves the granting of software license(s) in addition to any license or right granted for use of Software generally, such grant shall be a personal, non-exclusive, non-transferable right to access and use such additional software in connection with the Direct Connect Service in accordance with this Agreement. By enrolling in or using any portion, feature or capability provided through the Direct Connect Service relating to or leveraging the additional software and by downloading and installing such any such additional software, you accept the terms and conditions of those licenses. You agree that we are intended to be a third-party beneficiary of such licenses, but not an obligor, of your rights and duties with those licensors and third parties. We, our licensors and above third parties reserve all rights not granted to you in this Agreement and under the terms of such licenses.

32. WARRANTY DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR THE AGREEMENTS GOVERNING THE TERMS OF ANY LICENSE RIGHT RELATING TO THE USE OR OPERATION OF THE DIRECT CONNECT SERVICE OR THE SOFTWARE, THE DIRECT CONNECT SERVICE AND ANY SOFTWARE USED IN CONNECTION WITH IT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR SECURITY, OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY, COMPLETENESS OR SECURITY. YOUR USE OF THE DIRECT CONNECT SERVICE AND SOFTWARE, AND ANY MATERIAL OR SERVICES

DOWNLOADED OR OTHERWISE OBTAINED VIA THE SOFTWARE, IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. We are not responsible for the security and confidentiality of information when you: (i) use the Software or any wireless connections to view, download or otherwise access your Account information, in which case you acknowledge such connection may permit other persons to access the information being viewed, downloaded or accessed, or (ii) allow other persons access to your Software. You agree that any Account information that you download is done at your own risk, and you are solely responsible for any damage that might occur to the electronic device to which you view, download or access any such information, or any loss or corruption of data that might occur as a result of the downloading or its storage on an electronic device.

33. Limitation of Liability. Except as specifically otherwise provided in this Agreement, or where the law requires a different standard, you agree to each of the following: (i) we shall not be responsible for any loss, whether caused by us, by equipment or software, by internet service providers, by mobile communications service providers, or by any agent or subcontractor of any of the foregoing; (ii) we are liable only for our own gross negligence or willful misconduct; (iii) we are not liable for acts or omissions by you or any other person, including without limitation any funds transfer system, any Federal Reserve Bank, any beneficiary's bank, or any beneficiary, none of which shall be deemed our agent; and (iv) we shall have no liability for delay or failure to execute a Communication if it is identified as potentially fraudulent or erroneous by any internal system we may employ for that purpose. In addition, we are excused from liability resulting from delaying or failing to execute a Communication if it would cause us to exceed any limitation on our intra-day net funds position under Federal Reserve guidelines, or if it would violate any present or future risk control program of the Federal Reserve or a rule or regulation of other regulatory authorities. **Also, except as specifically otherwise provided in this Agreement or where the law requires a different standard, we nor our service providers shall not be responsible for any direct, indirect, special, or consequential, economic, punitive, or other damages in connection with the Direct Connect Service, or arising in any way out of the installation, use or maintenance of equipment or software, even if you have notified us or we are aware of the possibility of such damage,** including, without limitation, subsequent wrongful dishonors of payments resulting from our acts or omissions. Any liability by us for loss of interest resulting from our error or delay shall be the Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. You and we acknowledge and agree that the limitations of liability in this Agreement are a bargained for allocation of risk and liability and agree to respect such allocation of risk and liability. Each party agrees and acknowledges that the other party would not enter into this Agreement without the limitations of liability set forth in this Agreement.

34. Fees. Fees and charges applicable to your use of Direct Connect Service are in addition to any additional fees and charges we may impose in connection with your Accounts with us and other services we provide. We may impose new fees and charges or increase or change existing fees and charges. We will provide advance notice of these changes to you if required by law. Other fees may be assessed and billed separately by your Software, software, Internet and/or telephone service provider. You authorize us to charge the designated Account and/or any other account you hold with us to cover any fees owed to us. You also authorize us to charge you according to the applicable fee schedule. Currently, the following fees may apply to **Personal Account** customers using the Direct Connect Service:

[Amegy Bank.](#)

Fee/Service Charge	Amount
Direct Connect – Personal Account (Standard)	\$3.00 per month
*Direct Connect – Personal Account (w/DC Bill Pay Service)	\$6.50 per month
* Stop Payment – Preauthorized (recurring) Transfer through Customer Care	\$32.50 per request
**Excessive Withdrawal Fee – MMDA	\$20.00 for each transfer > 6 per statement month
**Excessive Withdrawal Fee – Savings	\$5.00 for each transfer > 6 per statement month
*Provider Payment Return (Third-Party Provider)	\$20.00 per return
See PART C for details.	

[Nevada State Bank.](#)

Fee/Service Charge	Amount
Direct Connect – Personal Account (Standard)	\$3.00 per month
*Direct Connect – Personal Account (w/DC Bill Pay Service)	\$3.00 per month
*Stop Payment – Preauthorized (recurring) Transfer through Customer Care	\$30.00 per request

**Excessive Transaction Fee – MMDA	\$15.00 for each transfer > 6 per statement month
**Excessive Transaction Fee -- Savings	\$5.00 for each transfer > 6 per statement month
*Provider Payment Return (Third-Party Provider)	\$20.00 per return
See PART C for details.	

[California Bank & Trust.](#)

Fee/Service Charge	Amount
Direct Connect – Personal Account (Standard)	\$8.00 per month
*Direct Connect – Personal Account (w/DC Bill Pay Service)	\$8.00 per month
*Stop Payment – Preauthorized (recurring) DC Bill Payment through Customer Care	\$35.00 per request
**Excessive Withdrawal Fee -- MMDA	\$15.00 for each transfer > 6 per statement month
**Excessive Withdrawal Fee -- Savings	\$5.00 for each transfer > 6 per statement month
*Provider Payment Return (Third-Party Provider)	\$20.00 per return
See PART C for details.	

[National Bank of Arizona.](#)

Fee/Service Charge	Amount
Direct Connect – Personal Account (Standard)	\$0.00 per month
*Direct Connect – Personal Account (w/DC Bill Pay Service)	\$4.95 per month
*Stop Payment – Preauthorized (recurring) Transfer through Customer Care	\$30.00 per request
**Excessive Withdrawal Fee -- MMDA	\$15.00 for each transfer > 6 per statement month
**Excessive Withdrawal Fee -- Savings	\$5.00 for each transfer > 6 per statement month
* Provider Payment Return (Third-Party Provider)	\$20.00 per return
See PART C for details.	

[Zions Bank.](#)

Fee/Service Charge	Amount
Direct Connect – Personal Account (Standard)	\$0.00 per month
*Direct Connect – Personal Account (w/DC Bill Pay Service)	\$0.00 per month
*Stop Payment – Preauthorized (recurring) Transfer through Customer Care	\$25.00 per request
**Excessive Transaction Fee -- MMDA	\$15.00 for each transfer > 6 per statement month
**Excessive Transaction Fee – Savings	\$5.00 for each transfer > 6 per statement month
*Provider Payment Return (Third-Party Provider)	\$20.00 per return
See PART C for details.	

[Vectra Bank Colorado.](#)

Fee/Service Charge	Amount
Direct Connect – Personal Account (Standard)	\$3.00 per month
*Direct Connect – Personal Account (w/DC Bill Pay Service)	\$0.00 per month
*Stop Payment – Preauthorized (recurring) Transfer through Customer Care	\$35.00 per request
**Excessive Transaction Fee -- MMDA	\$15.00 for each transfer > 6 per statement month
**Excessive Transaction Fee – Savings	\$5.00 for each transfer > 6 per statement month
*Provider Payment Return (Third-Party Provider)	\$20.00 per return
See PART C for details.	

*May only arise connection with DC Bill Payments.

**No more than ten (10) excessive transaction/withdrawal fees will be charged to your account per statement cycle.

For Direct Connect Service customers with **Business Accounts**, please note the fees and charges that apply to your use of Direct Connect Service will be reflected in the applicable fee schedule (available upon request and/or within the Agreement Center for your applicable Division).

- 35. Suspension and Termination.** We reserve the right to suspend or terminate this Agreement, in whole or in part, with or without cause, at any time without prior notice except as required by law. In the event of suspension or termination of this Agreement (including access to the Direct Connect Service through any Software), you agree and acknowledge that we are not liable in any manner whatsoever for the inability to use the Direct Connect Service or the Software to make any previously allowed DC Bill Payments, DC Internal Transfers or any other Communications, instructions, payments, Orders or transfers. **If you do not access any of your Accounts via the Direct Connect Service for any consecutive one hundred and eighty (180) period, (e.g., sign in to your Account using the Software); your ability to use the Direct Connect Service in connection with your Software (including related services that you utilize through the Direct Connect Service such as DC Internal Transfers or DC Bill Payments or) may be terminated or suspended without prior notice; provided we may, in our sole discretion, treat any single occurrence or transmission of a recurring transfer or payment as “access” for purposes of this section).**

You may terminate this Agreement and cancel your Service by contacting us in accordance with the section entitled “Customer Care Center” in this PART A, after which we shall have a commercially reasonable time to act upon your notice. If the Agreement is terminated by either party, you may no longer use the Direct Connect Services. Termination shall not affect any fees or charges already due to us from you. Any DC Bill Payment(s) we have already begun processing before the requested termination date will be completed. Future Scheduled Payments, including recurring payments, will not be processed once the Direct Connect Service is cancelled. **Please note** – termination of any Digital Banking service will not automatically terminate Direct Connect. If you wish to terminate the Direct Connect Service following the termination of Digital Banking, then you must do so in accordance with this Section; provided, however, to re-enroll in the Direct Connect Service following any termination of it, we may require that you enroll in our Digital Banking service as a pre-requisite.

The sections above on “Other Provisions,” “Indemnity,” “Disclaimer of Warranty,” “Limitation of Liability” and “Dispute Resolution” sections of this Agreement shall all survive the termination of this Agreement; provided that notwithstanding the forgoing, any and all provisions of this Agreement which by their nature are intended to survive the termination of this Agreement shall survive such termination.

- 36. Direct Connect Account; Sufficient Available Funds** You agree to pay promptly all fees and charges for services provided under this Agreement and authorize us to automatically charge your designated Deposit Account used in connection with the Direct Connect Service, which may also operate as your DC Bill Payment Account to the extent you have enrolled in the DC Bill Pay Service. If you close the Account prior to final settlement of any transactions initiated through the Direct Connect Service, you must notify us and identify a new account for completion of such transactions. Until you designate a new payment account, you authorize us to debit any other account you own that is held at the Bank. All Direct Connect Services are subject to the availability of sufficient funds. If there are not enough sufficient available funds to complete the transaction, the Bank may, in its sole discretion, honor the transaction and create the overdraft, or cancel the transaction. You agree and acknowledge that in either case, we may charge an overdraft fee or similar fee for transactions processed that overdraw your account in accordance with the applicable fee schedule. We may hold (or “freeze”) funds at any time after you have initiated a Direct Connect Service request for any reason, including as a means of reducing risks that there will be insufficient available funds for completing the request. If we do hold funds for any reason, we may treat the held funds as not available for other purposes, and reject other transactions (for example, checks or other transfer instructions). Nothing in this Agreement, or any course of dealing between us, shall be construed as our commitment or obligation to lend you money. Unless we

have separately expressly agreed with you otherwise if your Account overdraws, you agree to immediately fund the Account with sufficient funds to cover the overdrawn amount.

- 37. Release, Hold Harmless and Indemnification.** Except to the extent otherwise expressly provided in this Agreement or required under applicable law, you release and waive any claim against us, and our directors, officers, employees, Divisions, parent company, affiliates and service providers (including employees and contractors of each of these) and agents (collectively, "Indemnified Parties"), and agree to indemnify and hold the Indemnified Parties harmless from all loss, liability, claims, demands, judgments, and expenses arising out of or in any way connected with the performance of the Direct Connect Service. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Direct Connect Service by you or your agents.

Without limiting the generality of the preceding paragraph, and except to the extent otherwise expressly provided in this Agreement or required under applicable law, or under an Account's governing Account Agreement, you agree to indemnify, defend, and hold harmless the Indemnified Parties, from and against every claim, damage, loss, liability and cost (including without limitation attorney's fees) of any kind which results directly or indirectly, in whole or in part, from: a) any authorized or unauthorized use of your Access Credentials (except as may be otherwise provided by applicable consumer protection laws, including Regulation E); b) your breach of this Agreement; c) our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; d) the actions or omissions of you, your agents or employees, including, but not limited to, inaccurate, ambiguous, or incomplete instructions to us; e) any warranty that we are required or deemed to make to a third party in connection with your transactions; f) your use or distribution of any equipment or Software or software that is inconsistent with the license or sublicense that you receive; g) actions, omissions, delays or failures to perform by third parties (including other financial institutions, the Federal Reserve, funds transfer systems, payment networks, beneficiaries/receivers, and service providers) none of whom shall be deemed our agent; h) our debiting or crediting an account of any person as requested by you; and i) any inaccuracy, invalidity, delay, alteration of data provided to us by you or anyone on your behalf, including any corruption in the transmission of information to us. This section shall survive the termination of this Agreement. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

- 38. Foreign Transfers.** The Direct Connect Service does not support, and you agree that you will not attempt to use the Direct Connect Service to make foreign transfers or foreign currency transactions.
- 39. Assignment.** We may assign the rights and delegate the duties under this Agreement to a company affiliated with us or to any other party. You may not assign your rights or obligations under this Agreement, and any effort by you to do so is unenforceable at our election. This Agreement is binding upon your heirs, successors, and assigns.

- 40. Legal Notices and Other Communications by Us to You; Updating Your Contact Information.** In addition to any delivery methods set forth in the applicable Account Agreements or any other agreement between you and us governing the Account or other service we provide that is connected to, or used in connection with the Direct Connect Service, we may send you any required or voluntary written legal notice, or any other communication regarding it by: a) any method of delivery described in your E-Sign Consent obtained in connection with Direct Connect, Digital Banking access or your Account Agreements and/or above in PART A, if applicable; b) U.S. mail or commercial delivery service to your address as it appears in our records; c) message printed on the statement for any of your Accounts; or d) any other commercially reasonable method and manner. Electronic messages to you shall be effective upon posting or sending. Email notices to you shall be effective upon being sent, even if blocked or returned by your system or your service provider. Notices to you by U.S. mail or commercial delivery shall be effective upon the earlier of actual delivery or three (3) Business Days after the notice is sent. Other notices to you shall be effective a commercially reasonable number of days after sending. If this Agreement or law does not require us to provide you with written notice, then we can notify you electronically or by telephone.

You are responsible for notifying us and updating us of any change in your email address, your U.S. mail address, your physical address, or phone number.

Notices by You to Us. Except as provided elsewhere in this Agreement, formal legal notices by you to us regarding the Direct Connect Service must be made by commercial delivery service or U.S. Mail delivered to Zions Bancorporation, National Association, Attn: Corporate Legal Department, One South Main Street, #1100, Salt Lake City, Utah 84133. Unless otherwise provided in this Agreement, any notice from you to us regarding the Direct Connect Service should be: a) telephoned to the Customer Care Center; or b) delivered by commercial service or U.S. Mail delivered to Customer Care. You authorize us to act on your oral notices, but we may require you to promptly confirm any oral notice via delivery to the Customer Care Center address before such oral notice is binding.

For Personal Accounts, refer to the Sections titled "Errors or Questions," and "Consumer Liability" in this Agreement for timing and notification requirements applicable to any errors involving electronic fund transfers, including unauthorized electronic fund transfers. For Business Accounts, you must IMMEDIATELY notify us of any unauthorized or unrecognized transaction appearing in your Accounts, or of any compromise or potential compromise of any Access Credentials, by contacting us in accordance with the section entitled "Customer Care Center" within this PART A.

- 41. Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Direct Connect Service; notify law enforcement, regulatory authorities, impacted third-parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate or suspend this Agreement or access to the Direct Connect Service for any reason or no reason and at any time.
- 42. Cutoff Hours.** Except as otherwise provided for DC Internal Transfers or DC Bill Payments and/or any cut-off times imposed by the Software, a Communication or other instruction received by us after the cutoff time on a Business Day, or on a day that is not a Business Day, may be treated by us, in our discretion, as if it were received on the next Business Day. At our option, however, we may treat it as received the same day as the day of receipt. There can be a delay between the time you send a Communication or other instruction to us and the time we receive it. Except as may be stated otherwise in this Agreement, our current cutoff hours are as follows:
- DC Internal Transfers: Midnight Mountain Time
 - DC Bill Payments: 4:00 p.m. Eastern Time
- 43. Security Interest.** You grant us a security interest in your Accounts to secure the repayment of any obligation that you incur under this Agreement. The security interest provided under this Agreement is in addition to any other security interest we may have in your Accounts or other assets. This security interest will survive termination of this Agreement. You agree to provide any information or documentation required for us to appropriate document and/or perfect any such security interest in accordance with applicable law.
- 44. Third Parties.**
- Our Use of Third Parties.* You acknowledge and agree that we may arrange to provide software (other than the Software you use in connection with the Direct Connect Service), if required, and/or may arrange for the Direct Connect Services covered by the Agreement to be performed or provided by third parties, including our affiliates. You further agree that any such party is a third-party beneficiary of the Agreement and as such is entitled to rely on, and avail itself of, the provisions of the Agreement as if it were us, including, without limitation, the limitations on liability and the indemnities described in the Agreement. Our ability to provide certain Services may be dependent upon our ability to obtain or provide access to third-party networks. In the event any third-party network is unavailable, or we determine in our sole discretion, that we cannot continue providing any third-party network access, we may discontinue the related Service or may provide the Direct Connect Service through an alternate third-party network. In such situations, we will have no liability for the unavailability or delay of access.
- Your Use of Third Parties.* Notwithstanding the limitations described above pertaining to third parties, if you authorize a third party to access the Direct Connect Service or use the Software to access your Accounts on your behalf, you will be solely responsible and liable for all actions and inactions of said third party. You expressly assume the risks associated with providing the Direct Connect Service access rights to your agents or third-party vendors, including but not limited to the risk of unauthorized or erroneous transactions. We will not be responsible, nor have any liability whatsoever for any actions or omissions by, or services you receive from your agents or third-party vendors that involve access to the Direct Connect Service and your Accounts. We reserve the right to require you to agree to additional terms and conditions as a condition precedent to your use of any agent or third-party vendor in connection with your access to the Direct Connect Service.
- Your Use on Behalf of a Third Party.* You are not permitted to access accounts and/or perform any transactions or activities for accounts owned by third parties through the Direct Connect Service under any circumstances.
- 45. Cumulative Remedies.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, ordinance or otherwise.
- 46. Force Majeure.** Our obligations shall be suspended to the extent and for so long as such obligations are hindered or prevented from being performed on account of labor disputes, pandemics, war, riots, civil commotion, acts of God, fires, floods, failure of suppliers and/or subcontractors to perform, failure of power, restrictive governmental law and/or regulations, storms, accidents, or any other cause which is reasonably beyond our control.
- 47. Severability.** Wherever possible, each provision of this Agreement shall be interpreted in a manner which makes the provision effective and valid under applicable law. If applicable law prohibits or invalidates any part or provision of this Agreement, that component or provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

- 48. Amendment of this Agreement.** We reserve the right to change (amend, add, or delete) fees for the Direct Connect Service, any term of this Agreement, and the Direct Connect Service itself. We will send you such notice of those changes as may be required by law or by our other agreements with you. You agree and acknowledge that by continuing to access and/or use one or more of the Direct Connect Services after a change (or after the effective date of any prior notice), you are accepting the changes regardless of whether you are using the Direct Connect Service or feature that is subject to the change. Changes to fees applicable to specific Accounts are governed by their separate Account Agreements. Features and functionality may be amended without prior notice unless required by law.
- 49. Set Off.** To the extent permitted by law, you give us the right to set off any of your money or property which may be in our possession against any amount owed to us under this Agreement. This right of set off does not extend to any Keogh, IRA account, or similar tax-deferred deposit.
- 50. Headings.** The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions.
- 51. No Waiver.** We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
- 52. Governing Law; Venue.** This Agreement, the Direct Connect Service and any transactions under or in connection with the Service are governed by and construed under the laws of the state specified in your Deposit Account Agreement pertaining to your Account or Billing Account, without regard to conflicts of laws provisions; **EXCEPT TO THE EXTENT EXPRESSLY STATED OTHERWISE.** You hereby consent to the jurisdiction of that state and the federal courts located in that specified state with respect to any claim relating to this Agreement.
- 53. Entire Agreement.** This Agreement supplements and incorporates the Deposit Account Agreement. Together, they constitute the complete and entire agreement between you and Zions Bancorporation, N.A. regarding the Direct Connect Services. If there is a specific conflict between this Agreement and the Deposit Account Agreement(s) the terms of this Agreement shall control. When you enroll in Direct Connect Services for Accounts held with a separate Division, we may require that you re-accept this Agreement or an updated version hereof, applicable to any Divisions for which you become enrolled.

PART B – Consumer Disclosures for Personal Accounts Only

PART B sets forth terms and conditions that only apply to Personal Accounts used within or in connection with Direct Connect Services. Specifically, you agree and acknowledge that PART A, C, and D of this Agreement applies to all customers using the Direct Connect Service. You agree and acknowledge that this PART B only applies to an electronic fund transfer (as such term is defined under the Electronic Funds Transfers Act and its implementing regulation, Regulation E) to or from a Personal Account if there is no exclusion under Regulation E. Also, you agree and acknowledge that Business Days, types of transfers, dollar limits, frequency limits and additional fees may be provided elsewhere in this Agreement, your Deposit Account Agreements and/or subject to your agreement for the use of the Software. Further, you agree and acknowledge that if this PART B is not applicable, then both your and our rights and responsibilities will be governed by the other provisions set forth elsewhere in this Agreement, Account Agreements or terms and conditions applicable to your use of the Software. Finally, if you are a Business Account customer, then you agree and acknowledge that this PART B does not apply to your Accounts and/or your use of the Direct Connect Service.

- 54. Errors or Questions.** In Case of Errors or Questions About Your Electronic Transfers: Telephone us or write us at the telephone number or address listed in the section entitled “Customer Care Center” set forth in PART A as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transfer listed on a statement or receipt. 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.
- (1) Tell us your name and account number (if any);
 - (2) Describe the error or 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
 - (3) 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 Visa® debit card point-of-sale transactions processed by Visa, or 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 (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 Business Days (5 Business Days for Visa® debit card point-of-sale transactions processed by Visa, or 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 provisionally credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each owner already had an established account with us before the affected account was opened.

We will tell you about the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. The 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.

- 55. Consumer Liability.** Tell us AT ONCE if you believe any of your Access Credentials have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 Business Days after you learn of the loss or theft of your Access Credentials, you can lose no more than \$50 if someone used your Access Credentials without your permission. If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your Access Credentials, and we can prove we could have stopped someone from using your Access Credentials 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, including those made by Access Credentials, ATM/debit card, code, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed (or made available pursuant to your consent to electronic statements) 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 a hospital stay) kept you from telling us, we will extend the time periods.

- 56. Financial Institution's Liability.** If we do not complete an electronic fund transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages proximately caused by us as prescribed by the federal Electronic Fund Transfer Act and its implementing Regulation E. However, there are some exceptions to our liability. We will not be liable, for instance:

- if, through no fault of ours, you do not have enough money in your account to make the transfer, or if the transfer would create an overdraft which would not be covered by or would exceed the credit limit on any overdraft protection account you have with us (or would exceed funds available in any deposit account that has been linked for overdraft protection);
- if the funds you are attempting to transfer are subject to legal process or other encumbrance restricting such transfer;
- if the electronic funds transfer system (including the Software you used to initiate the corresponding instruction) was not working properly, and/or you knew about the breakdown when you started the transfer;
- if circumstances beyond our control prevent the transfer despite reasonable precautions that we have taken; or
- if any other exception stated in the applicable Account Agreements.

- 57. Confidentiality.** In addition to any additional terms in the applicable Account Agreements or this Agreement, we will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- If you give us your written permission.

- 58. Preauthorized Payments.** *Right to stop payment and procedure for doing so.* Subject to specific terms, conditions, limitations or rights set forth in this Agreement (including PART C) applicable to DC Internal Transfers or DC Bill Payments (including Scheduled Payments), If you have initiated or transmitted instructions through the Direct Connect Service in advance to make regular payments out of your Account, you may be able to stop any of these payments. Here's how:

Call us or write to us at the number or address for your Division as set forth in the section entitled "Customer Care Center" of PART A above, in time for us to receive your request 3 Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We may charge you a fee for each stop payment order you give. Refer to the section entitled "Fees" in PART A above for details.

Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability For Failure to Stop Payment of Preauthorized Transfer. If you order us to stop one of these payments 3 Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages proximately caused by us as prescribed by the federal Electronic Fund Transfer Act and its implementing Regulation E.

59. Documentation.

Preauthorized Credits. If you have arranged to have direct deposit made to your account at least once every 60 days from the same person or company, then you can call your Division as set forth in the section entitled “Customer Care Center” of PART A above, to find out whether the deposit has been made; provided, however, at this time you will not have any ability to arrange for a direct deposit into your Account using Direct Connect and such service or offering will not be available except as we may decide to provide, within our sole discretion.

Periodic Statements. As provided in your Account Agreements, you will get a monthly account statement (unless there are no transfers in a particular month. In any case you will get the statement at least quarterly) and as part of the Direct Connect Service, you will have access to Transfer Documentation. Any DC Internal Transfers, DC Bill Payments or other transactions appearing in your Transfer Documentation will also appear in your periodic statements.

PART C – Direct Connect Services Offered to Both Personal and Business Account Holders

PART C sets forth terms and conditions for Direct Connect Services that are available to enrolled customers of Accounts within their respective Divisions).

Available Direct Connect Services; Scope of Service.

60. Service; Generally. The Direct Connect Service allows you to perform the following functions via your computer: balance inquiries; viewing deposits and completed transactions; downloading of cleared items; automatic reconciliation of Accounts you designate or enroll in the Direct Connect Service; transfers of funds between your Accounts at your Division of Zions Bancorporation, N.A.; and (if enrolled) our DC Bill Pay Service, initiate DC Bill Payments from your Deposit Accounts. You are responsible for using the Software to verify which of your Accounts, (including Credit Accounts) we have permitted you to enroll in the Direct Connect Service as “Accounts,” and to verify which functions (download, transfer from, transfer to, view only and/or DC Bill Payments) have been enabled for those Accounts. See definition of “Accounts” at the end of this Agreement. If you change your designations, we may require that you re-enroll in the Direct Connect Service which may require enrollment in Digital Banking. If you wish to change the Accounts you’ve designated for use with the Direct Connect Service, we may require you to terminate your Direct Connect Service, enroll in Digital Banking and then re-configure or modify your Account preferences when re-enrolling in the Direct Connect Service.

61. Software. You are responsible for obtaining and maintaining the third-party Software, and equipment that is necessary for the Direct Connect Service (collectively, “software and equipment”). We assume no responsibility for the defects or incompatibility of any software (including the third-party Software) or equipment that you use in connection with the Direct Connect Service, even if we have previously approved their use. You access our Direct Connect Service through the Software that you have selected and purchased or otherwise obtained from a third-party that is not one of our providers. This Service acts upon the instructions (e.g., DC Internal Transfer and DC Bill Payment Instructions) that it receives from you through your Software, and the Direct Connect Service communicates information to your Software (e.g., balance reports and Account reconciliation). However, the Direct Connect Service does not include any part of your Software or your Software’s communications connection to and from the Direct Connect Service. Neither we nor our providers have any responsibility or liability for the quality, suitability, fitness, merchantability, non-infringement, connectivity, operation or functionality of your Software or your Software’s communications with the Direct Connect Service. Our responsibility, as otherwise limited in this Agreement, is to: (a) use commercially reasonable care in executing the instructions we actually receive from you (or by use of your Access Credentials, defined below) from your Software and its communications connection; and (b) accurately transmit the Service’s information to the communications connection used by your Software. Although the Service is designed to work with your Software, we and our Providers do not make any endorsement, guarantee, warranty or representation to you regarding your Software. At all times, your selection of and reliance upon your Software, and changes made from time to time to your Software, is solely your responsibility. Even though your Software can be used with more than one financial institution, our Service is limited to Accounts you hold at any single Division of Zions Bancorporation, N.A. We have no responsibility for your interaction with other financial institutions (including but not limited to any payment instructions you may give for accounts you hold at other financial institutions). Also, for purposes of this Agreement, cutoff times and settlement times, we may deem and process transactions between accounts at different Divisions of Zions Bancorporation, N.A. as if they were between separate financial institutions.

62. **Software Marks.** Any and all trademarks, service marks and trade names referenced in this material are the property of their respective owners. QuickBooks® is a registered trademark of Intuit, Inc.; Quicken® is a registered trademark of Intuit, Inc., used under license.

Direct Connect Internal Transfers

63. **Internal Transfer Types.** By using the Direct Connect Service, you may request a one-time, non-future dated internal transfer of funds between eligible checking, savings and money market Accounts that you own within the same Division ("DC Internal Transfers"). If a DC Internal Transfer request is submitted on a Business Day prior to that Business Day's cut-off time, then transferred funds will be available in the transferee Account on the following Business Day. Otherwise, the transferred funds will be available in the transferee Account by the second Business Day following your submission of the transfer request. Except as we may otherwise permit you to designate or elect in our sole discretion, Credit Accounts are not eligible for DC Internal Transfers.
64. **Requests for and Cancellations of Transactions.** To enter any Internal Transfer requests on your computer, follow your Software instructions. Your transfers may be rejected for insufficient available funds in your Account or for any other reason set forth in this Agreement. **You cannot cancel any DC Internal Transfers once they are requested or initiated.**
65. **Transfer Limitations.** In addition to any applicable limitations, restrictions, terms or conditions applicable to your Accounts, DC Internal Transfers may be subject to transfer limits within your Software. You may request transfers only if you have sufficient available funds in the relevant Account on the day you request the transfer. You agree not to initiate a transaction that will cause your Account balance to go below zero. We are not required to complete any such transaction, but if we do, you must pay us upon request the amount of any resulting negative balance. If an Account becomes overdrawn or draws on an overdraft protection plan, the applicable fees disclosed in and governed by your Deposit Account Agreement or that plan shall apply. You must maintain sufficient available balances in Accounts from which you order transfers. Further, you acknowledge and agree that: (i) we have the right to establish, without prior notice unless required by law, limitations on the amount or number of transfers generally (including any DC Internal Transfers executed or initiated under this Agreement) as set forth in the Account Agreements; and (ii) subject to applicable law, regulation or rule, we may also without prior notice increase, decrease, or remove such limitations at any time, and we are not obligated to enforce our limitation of any Internal Transfer.
66. **Transfer Documentation.** Details of your DC Internal Transfers will be available through the Service using your Software and will also be listed on your regular Account statements.

DC Bill Payments (Note: Acceptance of this Agreement will not automatically enroll you in the Bill Pay Service offered to Digital Banking customers). The use of this Service requires separate enrollment in DC Bill Payment via the Direct Connect Service).

67. **Enrollment.** You acknowledge and agree that your use of DC Bill Pay Service provided via the Direct Connect Service is subject to your completion of the election or enrollment process at the time you sign up. We reserve the right to change, modify or otherwise amend such the Direct Connect Service with DC Bill Pay Service enrollment process in our sole discretion. Specifically, the DC Bill Pay Service allows you to initiate one-time and/or recurring payments in U.S. dollars to pay Billers that are in the U.S; provided, however, DC Bill Pay Service does not offer the ability to execute any Expediated Bill Payments – any such Expediated Bill Payments may be available within Digital Banking for customers of Business or Personal Accounts who are enrolled through Digital Banking; provided, however, separate enrollment in Digital Banking and its Bill Pay Service may be required and additional fees or restrictions may apply, including, but not limited to, excessive Bill Payments fees for Business Account customers.
68. **Bill Payment Services; Generally.** You agree and acknowledge that we provide the DC Bill Pay Service to you through one or more third-party service providers, including Fiserv Solutions, Inc., and its affiliates. Our third-party service providers are not parties to this Agreement. We are the sole party responsible to you for any payments you make through the DC Bill Pay Service, and for any liability that attaches in connection with the DC Bill Pay Service. Our DC Bill Pay Service third-party service providers shall be third-party beneficiaries of these terms and conditions in connection with the DC Bill Pay Service and will be entitled to all the rights and protections (including all limitations of liability) that this Agreement provides to us, including without limitation in connection with their recovery of any amounts you may owe to them as described in this Agreement. Our third-party service providers are subject to change without prior notice to you. This Agreement does not alter your liability or obligations that currently exist between you and your Billers.
69. **Bill Payment Scheduling.** The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated online by the DC Bill Pay Service when you are scheduling the payment. Therefore, the DC Bill Pay Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for that Biller. (The earliest possible date designated by the DC Bill Pay Service may vary based on factors such as the identity of the Biller, the DC Bill Pay Service's arrangements with the Biller, and the method of payment the DC Bill Pay Service elects to use to execute your

DC Bill Payment Instruction to that Biller.) When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

As used herein, "Scheduled Payment Date" means the date that you enter (or that is calculated by the rule you enter), by which you want your Biller or payee to receive your bill payment. The "Due Date" means a date (if any) specified by your Biller or payee by which your payment is due (e.g., on the Biller or payee's bill or statement, excluding any late date or grace period date).

We may set a maximum dollar amount for payment and/or refuse to permit any bill payment if we reasonably believe such refusal is necessary or advisable for security reasons.

70. The Bill Pay Service Guarantee. Due to circumstances beyond the control of the DC Bill Pay Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The DC Bill Pay Service will bear responsibility for any late payment-related charges you incur, up to \$50.00, if a payment posts after its Due Date. The preceding sentence applies only if: (a) the payment was scheduled in accordance with the guidelines described above in the "Bill Payment Scheduling" subsection; and (b) only if none of the exceptions listed below in the "Payment Authorization and Payment Remittance" and "Exception Payments" subsections apply. We may require you to provide satisfactory supporting documentation before reimbursing you. The DC Bill Pay Service may (but is not obligated to) honor debits that create overdrafts in your DC Bill Payment Account to execute any DC Bill Payment Instruction or to reimburse any Provider Payment. (See the subsection "Payment Methods and When Your Account is Debited" for information on when your Bill Payment Account will be debited).

71. Payment Authorization and Payment Remittance. By providing the DC Bill Pay Service with names and account information of Billers you wish to pay, you authorize the DC Bill Pay Service to follow the DC Bill Payment Instructions you enter. To process payments more efficiently and effectively, the DC Bill Pay Service may edit or alter payment data or data formats in accordance with Biller directives. We may also change the address of a Biller to whom we send a payment, without notification, if we have received commercially reasonable information that the address you provided is not valid or complete, is no longer accurate, or is no longer the address to which the Biller wishes us to send payments.

When the DC Bill Pay Service receives a DC Bill Payment Instruction, you authorize the DC Bill Pay Service to debit your DC Bill Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. If the DC Bill Pay Service's third-party service provider has made a Provider Payment to execute your DC Bill Payment Instruction, you authorize the third-party service provider to debit your DC Bill Payment Account to reimburse itself for that Provider Payment. You authorize the DC Bill Pay Service to honor debits to reimburse the third-party service provider's Provider Payments. You also authorize the DC Bill Pay Service to credit your DC Bill Payment Account for amounts returned or remitted to you by the United States Postal Service, a Biller, the service provider, or another user of the DC Bill Pay Service. You also authorize the DC Bill Pay Service to make necessary debit and/or credit entries to your DC Bill Payment Account and/or Billers.

Provided none of the foregoing exceptions are applicable, if the DC Bill Pay Service causes an incorrect amount of funds to be removed from your DC Bill Payment Account or causes funds from your DC Bill Payment Account to be directed to a Biller which does not comply with your DC Bill Payment Instructions, the DC Bill Pay Service shall be responsible for returning the improperly transferred funds to your DC Bill Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges. The DC Bill Pay Service will use commercially reasonable efforts to make all your payments properly. However, the DC Bill Pay Service shall incur no liability and any Service Guarantee shall be void if the DC Bill Pay Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- a) If, through no fault of the DC Bill Pay Service, your DC Bill Payment Account is closed or does not contain sufficient available funds to complete the transaction (or the transaction would exceed the credit limit of your overdraft account);
- b) The Biller rejects or returns the payment for any reason (or, except as provided in the Bill Pay Service Guarantee, the Biller mishandles or delays the handling or posting of any payment we send);
- c) Your equipment, software or communications link is not working properly;
- d) The payment processing center is not working properly, and you know or have been advised by the DC Bill Pay Service about the malfunction before you execute the transaction;
- e) You have not provided the DC Bill Pay Service with correct information, including the correct DC Bill Payment Account information, or the correct name, address, phone number, or account information for the Biller;

- f) Circumstances beyond control of the DC Bill Pay Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances;
- g) Your DC Bill Pay Service has been frozen because you are in collections with our third-party service provider; and/or
- h) There may be other exceptions in this or our other agreements with you.

Provided none of the foregoing exceptions are applicable **and except as may otherwise be required pursuant to applicable law, regulation or terms and conditions within this Agreement (including any applicable provisions within PART B above pertaining to Personal Accounts)**, if the DC Bill Pay Service causes an incorrect amount of funds to be removed from your DC Bill Payment Account or causes funds from your DC Bill Payment Account to be directed to a Biller which does not comply with your DC Bill Payment Instructions, the DC Bill Pay Service shall be responsible for returning the improperly transferred funds to your DC Bill Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges. Except as may be provided in this Agreement or otherwise applicable to Personal Deposit Accounts, if we duplicate a payment or process a payment for an amount higher than indicated in your DC Bill Payment Instructions, we will use our reasonable best efforts to recover the overpayment from the payee. If we can recover an overpayment, we will return the amount of the overpayment to you. If we cannot recover an overpayment from the payee and if the overpayment caused a credit to your account with the payee, we will notify you of that fact and you will be responsible to make appropriate arrangements with the payee to receive a refund of the credit or have it applied against future balances .

72. Exception Payments. “Exception Payments” means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including without limitation stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property), tax payments and court ordered payments. Exception Payments may be scheduled through the DC Bill Pay Service, but they are discouraged and must be scheduled at your own risk. Except to the extent otherwise expressly provided in this Agreement or required by applicable law, the DC Bill Pay Service will not be liable for any claims or damages resulting from or in connection with your scheduling of Exception Payments. The Bill Pay Service Guarantee as it applies to late payment related charges is void when Exception Payments are scheduled and/or processed by the DC Bill Pay Service. Except to the extent otherwise expressly provided in this Agreement or required by applicable law, the DC Bill Pay Service has no obligation to research or resolve any claim resulting from an Exception Payment and all research and resolution for any misapplied, mis-posted, or misdirected Exception Payments will be the sole responsibility of you and not of the Service.

73. Payment Methods and When Your Account Is Debited. For each individual DC Bill Payment Instruction, the DC Bill Pay Service’s third-party service provider has sole and exclusive discretion to decide how it will cause payment to the Biller. Payment methods may include, but are not limited to:

- “Electronic payment” (e.g., an ACH credit to the Biller’s account and an ACH debit from your DC Bill Payment Account). This usually creates a Provider Payment by the third-party service provider.
- “Electronic to check payment” (e.g., a check drawn on the third-party service provider’s account and an ACH debit from your DC Bill Payment Account). This can create a Provider Payment by the third-party service provider;
- “Laser draft payment” or “Direct Check” (e.g., a “remotely created check” the DC Bill Pay Service writes for you against your DC Bill Payment Account.) You authorize the Bill Pay Service to issue laser draft payments against your DC Bill Payment Account.

The payment method determines when your DC Bill Payment Account will be debited. Electronic payments are debited from your DC Bill Payment Account no earlier than the Scheduled Payment Date. Electronic to check payments are generally debited no earlier than the Scheduled Payment Date but may be debited earlier if the check is mailed, arrives earlier, and is deposited by the Biller before the Scheduled Payment Date. A laser draft payment will debit your DC Bill Payment Account no earlier than the date it is presented to us for payment. You warrant to us and to our third-party service provider that you will maintain available funds on balance in your DC Bill Payment Account sufficient to timely pay the debit corresponding to each DC Bill Payment Instruction. To ensure sufficient available funds when your DC Bill Payment Account is debited, you should assume that your payment may be sent by mailing a check or laser draft, and so you should have a sufficient available balance at least a few Business Days before the Scheduled Payment Date. *Note: if the Software permits and you upload an invoice to accompany your payment, then such DC Bill Payment may not be made by Electronic Payment as set forth in Section 7 of this PART C.*

74. Failed or Returned Transactions. In addition to all applicable terms set forth in PART C; Fees in Connection with DC Bill Payments if your DC Bill Payment Account has insufficient available funds for us to complete a transaction (including honoring the debit that corresponds to your DC Bill Payment Instruction), then we have no obligation to complete any portion of that transaction; in some instances, you may receive a return notice as a result. We may, however, complete the transaction and create an overdraft in your DC

Bill Payment Account or pursue collection against you by any other method permitted by law, subject to our sole discretion. Without limiting the foregoing, we may debit any other deposit account or draw on any other line of credit that you may have with us. All the terms of your Deposit Account Agreement with us governing your DC Bill Payment Account, and its associated fee schedule, including, but not limited to, those governing overdrafts, credit reporting, fees and charges, collection rights, offsets and dispute resolution shall apply. You agree to pay us on demand for any such amounts due us under this Agreement, including this Section and the Section entitled Authority to Charge your Account.

If our third-party service provider executed your DC Bill Payment Instruction by making a Provider Payment but we dishonor its reimbursing debit, then you remain indebted directly to the service provider. The third-party service provider has the right to undertake collection activity against you. You agree to reimburse the third-party service provider upon demand. In addition, the third-party service provider may charge a service fee of \$20.00 (in addition to any of our fees, if applicable) for each Provider Payment for which the reimbursing debit is dishonored (See *Provider Payment Return Fee (Third Party Provider)* listed in the Section entitled “Fees” within PART A above) – you acknowledge this fee is within the sole discretion of the third-party provider, and may be subject to change. Further, you agree that the third-party service provider reserves the right to charge you interest at the rate of 1.5% per month (or the legal maximum rate, whichever is less) on **ANY** unpaid amounts, together with reasonable attorney’s fees and any returned payment fees that it may be charged by us, Billers, or other financial institutions. The third-party service provider may also report the facts to a credit reporting agency. You hereby authorize us and our service provider to deduct all these amounts from your designated Account, including by ACH debit.

You agree and acknowledge that: a) Provider Payments, interest, attorneys’ fees and returned payment fees (including, but not limited to, Provider Payment Return Fees) are obligations that you incur directly to the third-party service provider (not to us); and b) all collection activity for Provider Payments and such associated amounts are undertaken by the third-party service provider for its own account (not at our direction or as our agent or our assignee). Such collection activity is undertaken solely by the third-party service provider and not on our behalf. Such collection activity by the third-party service provider is not part of the DC Bill Pay Service and shall not be deemed to occur in connection with the DC Bill Pay Service, and we shall bear no responsibility or liability for the third-party service provider’s collections activities.

- 75. Payment Amount Limits.** Refer to “Dollar Limits,” in PART A, above, for specific dollar limitations that apply to DC Bill Payments. In addition to any limitations disclosed in this Agreement, Billers and or Software providers may impose their own limitations on DC Bill Payments that are beyond the control of the DC Bill Pay Service provided hereunder.
- 76. Cancelling Or Editing a Scheduled Payment.** You may cancel or edit any Scheduled Payment that is not yet in process by following the directions within the Service. You may cancel a one-time payment, or all of the payments in a scheduled series of recurring payments, or one payment in a series of scheduled recurring payments. There is no charge for canceling or editing a Scheduled Payment. ONCE THE SERVICE HAS BEGUN PROCESSING A DC BILL PAYMENT, IT CANNOT BE CANCELED OR EDITED. You cannot cancel a Scheduled Payment by contacting Customer Care or our other departments; provided, however, a stop payment may be available and in such case must be requested. Refer to “Stop Payment Requests,” below for further limitations.
- 77. Calling or Writing to Cancel.** You may cancel a Scheduled Payment (including recurring payments) by contacting us at least three (3) Business Days before its processing. Contact us by calling Customer Care for your Division as set forth above in PART A entitled, “Customer Care Center” or write to you Division Bank’s Customer Care by P.O. Box 30709 Salt Lake City, UT 84130-0709. We may require you to confirm oral cancellations in writing within 14 days.
- 78. Stop Payment Requests.** The DC Bill Pay Service’s ability to process a stop payment request will depend on the payment method and whether a check, or laser draft has been issued or has cleared (see “Payment Methods and When Your Account is Debited” above). Also, if a payment has begun processing, the DC Bill Pay Service may not have a reasonable opportunity to act on your stop payment request. If you desire to stop any payment that has already begun processing, you must call Customer Care for your Division Bank, as set forth above in PART A entitled, “Customer Care Center,” or write to your Division Bank’s Customer Care Center P.O. Box 30709 Salt Lake City, UT 84130-0709. Although the DC Bill Pay Service will make a commercially reasonable effort to accommodate your request, the DC Bill Pay Service will have no liability if it is unsuccessful. The Service may require you to confirm your request in writing within fourteen (14) days. Consult the Deposit Account Agreement governing your DC Bill Payment Account for additional information regarding requests to stop payment on checks, drafts, and electronic transfers. The charge for each stop payment request will be the current charge for such service as set out in the schedule of fees for your DC Bill Payment Account. For Personal Accounts enrolled in Direct Connect Service with DC Bill Pay Service, please see the section in PART A entitled, “Fees” for additional fee information.
- 79. Prohibited Payments.** Payments to Billers outside of the United States or its territories are prohibited through the DC Bill Pay Service. In addition, payments that violate any law, statute, ordinance or regulation, and any payments related to illegal gambling, illegal gaming and/or any other illegal activity are prohibited through the DC Bill Pay Service. We have the right, but no duty, to monitor for,

block, cancel and/or reverse prohibited payments. In addition to the foregoing prohibited payments, we may, but have no duty to, block and/or reverse payments that involve donations or payments to an unauthorized charity or nonprofit organization, unless we have performed appropriate due diligence on and investigation of such charity or organization and have in our sole discretion determined its legitimacy. In no event shall we or our third-party service provider be liable for any claims or damages resulting from your scheduling of prohibited payments. Except to the extent otherwise expressly provided in this Agreement or required by applicable law, we have no duty to research or resolve any claim resulting from a prohibited payment and all research and resolution for any misapplied, mis-posted, or misdirected prohibited payments will be your sole responsibility and not ours.

- 80. Address or Banking Changes.** Changes to your DC Bill Pay email address can be made within Digital Banking if your Personal or Business Accounts are so enrolled; otherwise, you must call Customer Care Center (see the section entitled “Customer Care Center” in PART A above). All changes made are effective immediately for scheduled and future payments paid from the updated DC Bill Payment Account information. We are not responsible for payment processing errors or fees resulting from your failure to update your information, or failure to provide accurate Account or contact information. **PLEASE NOTE: any profile information that you enter into your Software will not be communicated to us. You will still need to call Customer Care** (See the section entitled “Customer Care Center” in PART A above).
- 81. Service Termination, Cancellation, Or Suspension.** In the event you wish to cancel the DC Bill Pay Service, you may have the ability to do so by contacting the Customer Care Center for your Division as set forth in PART A; provided, however, to retain Direct Connect we may require you to terminate your existing Service entirely, then re-enroll in Direct Connect without DC Bill Pay. In the event you do terminate DC Bill Pay, you agree and acknowledge that any payment(s) the DC Bill Pay Service has already processed (whether through Direct Connect or otherwise) before the requested cancellation date will be completed by the DC Bill Pay Service. Also, you agree and acknowledge that all Scheduled Payments including recurring payments will not be processed once the DC Bill Pay Service is cancelled. Refer to the Section entitled “Termination and Suspension” in PART A above regarding our termination and suspension rights. Neither termination or suspension shall affect your liability or obligations under this Agreement.
- 82. Refusing Payment Instructions.** You agree and acknowledge that we reserve the right to refuse to pay any DC Bill Payment Instruction or Communication, in our sole discretion. Without limiting the foregoing, we may refuse: a) to pay any specific Biller or type of Biller; b) to make any payment we believe, or suspect might be prohibited by law, prohibited by this Agreement or the Account Agreements, or inconsistent with our banking policies; or c) to make any payment that we believe or suspect might not be timely reimbursed or paid by you. The DC Bill Pay Service will make reasonable efforts to notify you promptly if it decides to refuse to pay a DC Bill Payment Instruction. This notification is not required if you attempt to make a prohibited payment (as described in the section entitled “Prohibited Payments”) or an Exception Payment (as defined in the section entitled “Exception Payments”).
- 83. Returned Payments.** In using the DC Bill Pay Service, you understand that Billers and/or the United States Postal Service may return payments to the DC Bill Pay Service for various reasons such as, but not limited to, Biller’s forwarding address expired; Biller account number is not valid; Biller is unable to locate the account; or Biller account is paid in full. The DC Bill Pay Service will use commercially reasonable efforts to research and correct the returned payment and return it to your Biller or void the payment and credit your DC Bill Payment Account. You may receive notification from the DC Bill Pay Service.
- 84. Joint Owners.** Each joint owner of the DC Bill Payment Account (or other account as applicable) has full and independent authority to use the DC Bill Pay Service as if the sole owner, and without the consent of or notice to any other joint owner, including, without limitation, authority to: a) see the transactions and other data associated with the DC Bill Pay Service and DC Bill Payment Account (or other account as applicable); b) order DC Bill Payment Instructions from the DC Bill Payment Account; c) cancel Scheduled Payments; and d) close the DC Bill Payment Account (or other account as applicable). We may honor the DC Bill Payment Instructions and other instructions of any one joint owner without inquiry, notice or liability to any other joint owner. All joint owners are jointly and severally liable for obligations under this Agreement and for overdrafts. Notice by us to any one joint owner shall also constitute notice by us to all joint owners.
- 85. Acceptable Use.** You agree and acknowledge that you are independently responsible for complying with all applicable laws in all your activities related to your use of the DC Bill Pay Service, regardless of the purpose of the use, and for all communications you send through the DC Bill Pay Service. We and our third-party service providers have the right, but no duty, to monitor and remove communications content that we, in our sole discretion, find to be objectionable in any way. In addition, you agree and acknowledge that you are prohibited from using the DC Bill Pay Service for communications or activities that: a) violate any law, statute, ordinance or regulation; b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; c) defame, abuse, harass or threaten others; d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; f) impose an unreasonable or disproportionately large load on our infrastructure; g) facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or

expropriate any system, data or information; h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the DC Bill Pay Service without our prior written permission; i) constitute use of any device, software or routine to bypass technology protecting, or interfere or attempt to interfere with, the DC Bill Pay Service; or (j) may cause us or our third-party service providers to lose any of the services from our internet service providers, payment processors, or other vendors.

- 86. Information Authorization.** Your enrollment in the DC Bill Pay Service may not be fulfilled if we or our service providers cannot verify your identity or other necessary information. To verify ownership of a DC Bill Payment Account(s), the DC Bill Pay Service may in its discretion (but without obligation) choose to issue offsetting debits and credits to that account and then require confirmation from you. By requesting to enroll in or use the DC Bill Pay Service, you agree that we and/or our service providers may review your credit rating at our expense through an authorized bureau.

In addition, we can share with our service providers personal information about you, including, without limitation, financial information, and transaction history regarding your DC Bill Payment Account. We and our service providers can use personal information about you for our everyday business purposes and our service provider's service to us and/or you, such as to maintain your ability to access the DC Bill Pay Service, to authenticate you when you log in, to send you information about the DC Bill Pay Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections (including collection of Provider Payments), to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our service provider's rights and property, and to customize, measure, and improve the Service.

Additionally, we and our service providers may use your information for risk management purposes and may use, store, and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims (including Provider Payments) or other liability. We and our service providers may obtain financial information regarding your account from a Biller or your financial institution (e.g., to help resolve payment posting problems or for verification).

We and our service providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our service providers may use, store, and disclose such information acquired in connection with the DC Bill Pay Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service.

You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.

We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include, but are not limited to, identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

You may review the Zions Bancorporation, N.A. Privacy Policy and Online Privacy Statement by visiting the online agreement center for the Division where you bank:

For Customer of:	Website:
Amegy Bank	www.amegybank.com
California Bank & Trust	www.calbanktrust.com
National Bank of Arizona	www.nbarizona.com
Nevada State Bank	www.nsbank.com
Vectra Bank of Colorado	www.vectrabank.com
Zions Bank	www.zionsbank.com

87. Exclusion of Warranties. OTHER THAN THE LIMITED BILL PAY SERVICE GUARANTEE EXPRESSLY PROVIDED HEREIN AND EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY APPLICABLE LAW, THE DC BILL PAY SERVICE, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

88. Limitation of Liability. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY APPLICABLE LAW, THIS AGREEMENT EXPRESSES YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US, OUR AFFILIATES, OUR SERVICE PROVIDERS, AND THE RESPECTIVE EMPLOYEES AND CONTRACTORS OF THE FOREGOING. YOU ACKNOWLEDGE AND AGREE: (A) THAT THE DC BILL PAY SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED FROM TIME TO TIME FOR INDETERMINATE PERIODS AMOUNT OF TIME DUE TO SCHEDULED OR UNSCHEDULED MAINTENANCE, OR DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL (INCLUDING BUT NOT LIMITED TO STRIKES, POWER FAILURES, PANDEMICS, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION); AND (B) THAT IN NO EVENT SHALL WE, OUR AFFILIATES OR OUR SERVICE PROVIDERS, OR THE EMPLOYEES OR CONTRACTORS THEREOF, BE LIABLE FOR ANY CLAIM OR DAMAGES ARISING FROM OR RELATED TO THE DC BILL PAY SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE.

89. Fees in Connection with the DC Bill Pay Service. Any DC Bill Pay fees set forth in this Agreement and/or imposed by the Software or Software providers are in addition to any other DC Bill Pay related fees that you may be subject to under your Deposit Account Agreement. Any applicable fees will be charged regardless of whether the DC Bill Pay Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. For Business Account customers, please see your fee schedule for further information. Personal Account customers may refer to the section entitled "Fees" PART A above, or the effective fee schedule for your Account(s). You agree to pay such charges on demand and authorize us and our service provider to deduct the calculated amount from your designated Bill Payment Account or any other account for these amounts and any additional charges that may be incurred by you.

You must designate a Bill Payment Account and maintain a sufficient available balance to fund all Bill Payments you initiate (in addition to all other charges and debits you may incur or authorize from that Account). Unless we expressly agree otherwise, your Bill Payment Account will also be your Billing Account, from which all applicable service fees arising from DC Bill Pay as set forth in this Agreement and/or Schedule of Fees) will be automatically debited. You represent and warrant that you are authorized to charge such DC Bill Payment Account or other account for all DC Bill Payments you initiate as well as any related fees, charges or debits you incur and will indemnify and hold us harmless from any claims by any other owner of that Account or account. You also agree that we are not responsible for any overdraft or other applicable fees (including, but not limited to, finance charges, late fees or similar charges) caused by your failure to maintain a sufficient available balance in the DC Bill Payment Account. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. The subsection entitled "Failed or Returned Transactions" applies to amounts you owe our third-party service provider or us if you fail to timely reimburse our third-party service provider or us for Provider Payments or the fees and charges described in this Agreement.

90. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction or for collecting, reporting, or remitting any taxes arising from any transaction.

91. Payment Addresses. We reserve the right to change the address of a Biller or payee to whom we send payments, without notification, if we have received commercially reasonable information that the address you provided is not valid or complete, is no longer accurate, or is no longer the address to which the Biller wishes us to send payments.

92. In Case of Errors or Questions about a Bill Payment. Please contact the appropriate Customer Care Center pertaining to your Division (as set forth in the section entitled "Customer Care Center" in PART A above) in regard to errors or questions about your DC Bill Payments. For DC Bill Payment errors or questions affecting a Personal Account, please note the forgoing is in addition to the provisions set forth in PART B of this Agreement as well as those set forth in the Account Agreements. Notwithstanding the forgoing, ALL QUESTIONS ABOUT DC BILL PAYMENTS MADE THROUGH THE SERVICE OR WITH YOUR ACCESS CREDENTIALS MUST BE DIRECTED TO THE APPROPRIATE CUSTOMER CARE CENTER SERVICE AND NOT TO OUR THIRD-PARTY SERVICE PROVIDERS OF THE DC BILL PAYMENT SERVICE OR PROVIDERS OF THE SOFTWARE. We provide the DC Bill Pay Service to you and are responsible for resolving any errors in payments made through the DC Bill Pay Service or with your Access Credentials.

Your DC Bill Payment transactions will appear on the periodic Account statements we issue as well as Transaction Documentation. SAVE COPIES OF YOUR ALL PAYMENT INSTRUCTIONS (including DC Bill Payment instructions) AND CHECK THEM AGAINST THE ACCOUNT

STATEMENT YOU RECEIVE in accordance with this Agreement. If you have any questions about one of these transactions, call or write Customer Care Center as set forth in the section entitled "Customer Care Center" in PART A above.

PART D – Definitions – Terms defined in this Agreement and for purposes of this Agreement.

PART D sets forth the definitions of terms utilized elsewhere in this Agreement and for purposes of this Agreement.

Access Credentials means the Software-generated partner/customer identification number ("Partner ID") and passcode ("Passcode") as well as any additional verification that we, the Direct Connect Service or the Software (or Software providers) may require from time to time, including any biometric verifications (e.g., fingerprint, facial recognition), codes used for transaction-based authentication services, or other identifiers, codes, tokens, passwords, that we or Software providers issue to you or allow you to select or use for purposes of security, identification, Communication or transaction verification used in connection with accessing your Account(s) via the Direct Connect Service.

Account means any Personal or Business Accounts, or Credit Accounts held with any Division and which you have enrolled as an eligible Account for use with Direct Connect Service.

Credit Account means any check reserve line of credit or other loans or lines of credit you may hold with any Division in either a commercial or individual capacity and which may be accessible via the Direct Connect Service as we may permit or determine from time to time in our sole discretion and which you have satisfactorily enrolled for the Direct Connect Service.

Account Agreements means all agreements and disclosures specifically governing your Accounts (including without limitation the Deposit Account Agreement), rate and fee schedules, account applications and disclosure statements.

Biller means a person or entity you instruct us to pay via the DC Bill Pay Service.

Billing Account means the checking or demand Personal or Business Account you hold with us (or other account permitted by us) from which all service fees will be automatically debited. Unless otherwise agreed, your Billing Account will also be your DC Bill Payment Account.

DC Bill Payment or **DC Bill Pay** means the payment that is made through the DC Bill Pay Service to pay your Biller.

DC Bill Payment Account means the checking Personal or Business Account you hold with us (or other account permitted by us) from which DC Bill Payments will be debited.

DC Bill Payment Instructions mean the information you provide to the DC Bill Pay Service to make a DC Bill Payment to a Biller (such as, but not limited to, the Biller's name, your account number with the Biller, payment amount, Due Date and Scheduled Payment Date).

Business Account means a demand deposit (checking), savings, or other commercial asset account not established primarily for personal, family, or household purposes.

Business Day means every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

Communication means any: (a) DC Internal Transfer requests or DC Bill Payment Instructions or other Orders, payment requests or payment instructions as well as any electronic communication between us relating thereto (including, but not limited to, submitting, acknowledging, amending or cancelling any such internal transfer requests or DC Bill Payment Instructions) made or initiated using the Service itself; and (b) your customer profile updates made via the Customer Care Center or other channel or mechanism we make available to you in our sole discretion.

Deposit Accounts means any Personal or Business Accounts.

Deposit Account Agreement means our standard agreement governing your Personal or Business Accounts (together with its associated rate and fees schedules and disclosures), as amended from time to time.

DC Bill Pay Service means for purposes of this Agreement, the bill payment service made available through the Direct Connect Service and not through Digital Banking that allows you to pay your bills by scheduling one time and/or recurring payments to designated persons or entities.

Digital Banking means the Digital Banking services that we make available to customers pursuant to the Digital Banking Service Agreement, including services that are available within one or more Channels (as defined in the Digital Banking Service Agreement) after additional enrollment and acceptance of related documents.

Direct Connect Service or **Service** means all services or capabilities described in PART C of this Agreement, including the DC Bill Pay Service.

Due Date means a date (if any) specified by your Biller or payee by which your payment is due (e.g., on the Biller's or payee's bill or statement, excluding any late date or grace period date).

DC Internal Transfer means any transfer (or request) to transfer funds to and from any of your Accounts you own and which are held within the same Division through the Direct Connect Service.

MFA means multi-factor authentication where, as part of the security procedures, the Direct Connect Service or the Software may require a user to use multiple authentication methods to verify the authenticity of any Communications or other instructions you or your agents submit via the Direct Connect Service. MFA combines two or more independent Access Credentials. For example, if a particular transaction or feature is deemed by us, in our sole discretion, to be a certain risk or sensitive, then we may ask for additional Access Credentials from the user (e.g., step-up authentication), such as a One-Time passcode ("OTP") before we will allow the transaction or feature to be submitted. For security reasons, you must provide us with a valid mobile number in connection with a device that is SMS enabled, along with a valid phone number available to receive a phone call for a voice-speaking One-Time Passcode (OTP).

Mobile Device means a cellular telephone, tablet, or similar wireless communication device that can conduct mobile banking transactions by using other protocols we may choose to permit; and/or which may be used in connection with Direct Connect Service.

Order means a Communication consisting of one or more payment order request(s) received by us in your name instructing us to pay, or to cause another bank to pay, a fixed or determinable amount of money to you, a third party or any other beneficiary, the term Order includes DC Bill Payments.

Personal Account means a demand deposit (checking), savings, or other consumer asset account (other than an occasional or incidental credit balance in a credit plan) owned by a natural person held directly or indirectly by a financial institution and established primarily for personal, family, or household purposes. It does not include an account that is owned by a trust or sole proprietorship. Also, lines of credit (including Credit Accounts) and real estate secured consumer loan products are not included in this definition.

Provider Payment means any amount of funds that our third-party service provider transfers on your behalf to a Biller when executing your DC Bill Payment Instructions before debiting your DC Bill Payment Account to reimburse itself. Each Provider Payment is made by our third-party service provider, not by us (your Bank), and your obligation to reimburse all Provider Payments is incurred and owed directly to the third-party service provider (not to us). "Provider Payment" also includes the amount of any reimbursing debit by the service provider that may later be reversed.

Regulation E shall have the meaning as set forth in 12 C.F.R. 1005, as it may be amended from time to time.

Scheduled Payment means a payment that has been scheduled through the DC Bill Pay Service but has not begun processing.

Scheduled Payment Date means the day you want your Biller to receive your DC Bill Payment. However, if the Scheduled Payment Date falls on a non-Business Day, the Scheduled Payment Date will be deemed the previous Business Day.

Service means the Direct Connect Service.