

## CARD ALERT SERVICES

Terms & Conditions

Effective: June 2024

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

### **Consent to Receive Communications to Your Mobile Device**

By accepting these terms, you consent to receiving text messages 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 texts from us, including from our affiliates and third-parties texting 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 will vary depending on the card alerts you have enabled, as well as the type and frequency of transactions you initiate via the Service (as defined below). Message and data rates may apply. Right to Opt Out. You may opt-out of text messages from us at any time. To opt-out of text messages, reply STOP to any text message you receive, including card alerts (which will stop all card alerts that you enabled). For help, call the number listed in the text. If you text "HELP" you will be given instructions how to stop and start texts. 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. Mobile carriers are not liable for delayed or undelivered messages.

Our Privacy Notice can be found by clicking on the words "Privacy Notice" in the footer of this application OR by clicking on **More** on mobile and selecting **Privacy & Terms**, then **Privacy Notice**, and the "**Privacy Notice**" is available within the **Agreement Center**.

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

You agree and acknowledge that these terms and conditions, as they may be amended from time to time, apply to each Card you now and in the future register with the Service. Bank is not obligated to provide you with this Agreement each time you register a Card. However, Bank may require you to re-enroll your Card for card alerts and/or re-accept this Agreement in the event a replacement Card is issued by the Bank under certain circumstances, such as with lost or stolen cards. Please retain a copy of this Agreement for your records.

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

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

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

C. Consent to Electronic Documents. By agreeing to this Agreement, using the Service and/or agreeing to the E-Sign Consent for Digital Banking: (i) you consent to receiving and being bound by electronic documents in connection with the Service, which includes, but is not limited to, this Agreement, and any notices (including, but not limited to, legal 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 the Service and all Service documents.

You agree and acknowledge that your consent to electronic documents includes permissible electronic delivery: a) by email to any address you have provided for use with Service, including attaching documents to the email, or providing links to or instructions within the email for navigating to documents posted online; b) by SMS text message to any telephone number you may have provided to us for the Service; c) by display on your screen or other "in-product" message or alert during your Digital Banking activity; d) by message printed on the statement for your Card if you have agreed to receive that statement electronically; e) by any other electronic means that you have authorized elsewhere or hereafter authorize; or f) by any other electronic means that is commercially reasonable and within the system requirements.

You agree to notify us if you change your email, mobile number, or other electronic or postal addresses you use for the Service. You can do so by calling us (see Section S below). We reserve the right, from time to time, to deliver one or more electronic documents in paper form instead of electronic form by mailing the disclosure to the last known mailing address on our records

for you. If we do so, we are in no way terminating your consent to electronic documents and may continue to provide electronic documents to you in electronic form.

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

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

F. Termination of Participation. To opt-out of the Service at any time, access the Card Alerts tool from the Services tab in Digital Banking and follow the directions provided to discontinue receiving card alerts. You will have the choice of opting out of the Service in its entirety or changing your card alerts setting, including, but not limited to, the delivery destination through which you are sent card alerts. You may also opt-out of having card alerts sent to your mobile telephone number by texting "STOP" as a reply to any SMS message received as part of the Service. In addition, at any time you may send a text that says STOP to 877-659-1923. You will receive an opt-out confirmation.

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

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

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

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

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

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

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

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

O. Limitation of Liability. **IN NO EVENT SHALL BANK, ITS RESPECTIVE AFFILIATES, SUBSIDIARIES, AND ITS SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR BREACH OF CONTRACT, TORT, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSS, OR DAMAGE FOR ANY BREACH OF THESE TERMS AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF BUSINESS, REPUTATION OR GOODWILL, OR LOSS OF USE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OF ANY CLAIM BY ANY THIRD PARTY. IN ADDITION, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ALTHOUGH BANK WILL TAKE REASONABLE PRECAUTIONS TO PROTECT THE SERVICE AND AVOID DELETION, CORRUPTION, OR UNAUTHORIZED MODIFICATION OR ACCESS OF OR TO THE SERVICE, AND TO PROVIDE THE SERVICE ERROR-FREE OR UNINTERRUPTED, NO REPRESENTATION OR WARRANTY OF FITNESS OR MERCHANTABILITY SHALL BE CONSTRUED UNDER THESE TERMS AND CONDITIONS.**

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

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

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

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

S. Contact Bank. If you have any questions about the Service or any Card transaction, please visit your Digital Banking site or call the following number for your Bank: 866-749-7459

for Amegy Bank; 866-749-7460 for California Bank & Trust; 866-749-7471 for National Bank of Arizona; 866-749-7476 for Nevada State Bank; 866-749-7470 for Vectra Bank Colorado; 888-758-5349 for Zions Bank, 24 hours a day, 7 days a week.