

ZIONS BANK[®]

Consumer Credit Card Agreement and Disclosure Statement

Effective Date 11/01/2023

(a) INTRODUCTION.

- (i) **This Consumer Credit Card Agreement and Disclosure Statement ("Agreement")** is a legal contract between you and Zions Bancorporation, N.A. ("Bank", "we" or "us"), the administrator of your Account and the issuer of your Card. Together with your Card Application and the Card Carrier, this Agreement contains the terms and conditions that govern your Account. It replaces all previous agreements, as amended, and related disclosures for your Account. Please review this Agreement carefully and keep it in your records.

Your Card, Billing Statement, and other printed or electronic materials associated with your Account will bear the name of the Bank division appearing at the top of this Agreement.

- (ii) **Accepting Or Declining This Agreement.** This Agreement is automatically accepted by you on the earlier of 15 days after you receive your Card, or immediately upon any use of your Card or Account. If you wish to decline this Agreement, do not use your Card or Account and cancel them within 15 days of receiving your Card by calling 1-866-749-7459 or writing to the address in the Card Carrier.
- (iii) **Amending This Agreement.** We may amend, add or delete any term of this Agreement at any time (each such revision, a "Change"). Notice of a Change (a "Change Notice") may be enclosed with or appear on your printed Billing Statement or appear on your electronic Billing Statement. A Change Notice will advise you of the effective date of a Change and any rights you have under applicable law to reject the Change.

To reject a Change, you must inform us in the manner and within the time specified in the Change Notice. We will then close your Account and you will be required to pay your Outstanding Balance as provided by applicable law. If a Change requires your consent, we may obtain your consent verbally, in writing, or electronically. Whether or not your consent is required, any use of your Account after the effective date of a Change will constitute your consent and acceptance of the Change.
- (iv) **Credit Limit.** Your Account's initial Credit Limit appears in the Card Carrier. Your updated Credit Limit appears on each Billing Statement. You must not use or allow others to use your Card or Account in a way that causes your Outstanding Balance to exceed your Credit Limit. You are liable for the Outstanding Balance even if it exceeds your Account's Credit Limit. We may increase or decrease your Credit Limit at any time and will notify you of such change. You may request a change in your Credit Limit by contacting us.

- (b) **DEFINITIONS.** The definitions listed below will apply to this Agreement, your Account's Billing Statement, and other printed or electronic materials associated with your Account.

Account – Your Visa credit card account, together with the associated Account number, all credit we extend under the Account, and all Cards and Credit Card Checks we issue under the Account.

Accountholder – Each person who applied for and in whose name your Account was opened.

Authorized User – A person to whom we issue a Card and give access to your Account at your request. You agree to inform each Authorized User that sections of this Agreement apply to them.

Billing Period – The period of time that ends on the Closing Date appearing on a Billing Statement and begins on the day after the Closing Date appearing on the immediately preceding Billing Statement. A Billing Period is usually 28-33 days. (See the **Your Account Billing Statements** section below.)

Card – A credit card and associated card number that we issue to an Accountholder or Authorized User as part of your Account. Each Accountholder and Authorized User must sign the back of the Card issued to them before using the Card.

Card Application – The application you submitted to the Bank to request the Account.

Card Carrier – The documents that accompany a Card delivered to an Accountholder or Authorized

User. The Card Carrier contains important information about the Card and the Account.

Cash Advance – A withdrawal of cash in an amount that is charged against your Account's Credit Limit.

Credit Card Checks – Checks that we may provide you to access your Account. The use of a Credit Card Check creates a Cash Advance against your Account's Credit Limit

Credit Limit – The maximum dollar amount of credit that we have authorized for your Account.

Margin – The number of percentage points we add to the Prime Rate to calculate your Account's variable interest rate. The applicable Margin for your Account is determined by the Bank.

Outstanding Balance – The entire amount owing on your Account at any given time.

Rewards – Awards in the form of cash back or points for Card purchases. The availability of Rewards depends on the type of your Credit Card Account.

You and Your – refer to all Accountholders, jointly and individually.

(c) **THE BANK'S RIGHTS IN A CARD.** A Card is the property of the Bank. We may require a Card to be surrendered to us or to any merchant or financial institution where the Card was presented. A Card is not valid after its printed expiration date, but we may suspend, cancel, replace, or renew a Card at any time. You may request additional Cards at no additional cost for Authorized Users, but you are responsible for all uses of all Cards issued.

(d) **USING A CARD AND YOUR ACCOUNT.** Subject to the Credit Limit, the terms and conditions of this Agreement, card network rules, and the law, a Card and your Account can be used for the following:

- (i) **Purchases.** A Card may be used to purchase or lease goods or services wherever the Card is accepted. "Quasi-cash transactions" such as money orders, traveler's checks, foreign currency, lottery tickets, or gambling chips are treated as Cash Advances, not purchases. (See Section (d)(ii) below.)
- (ii) **Cash Advances.** An Accountholder or Authorized User may obtain a Cash Advance by writing a Credit Card Check or by using a Card for a withdrawal transaction in a Bank branch, at a Bank ATM, or at an ATM in the participating ATM networks listed on the back of a Card. A Card may also be used to make an online transfer of funds from your Account to a deposit account you maintain at the Bank. Cash advances are subject to Bank transaction fees and limits, for example;
 - (a) the sum of all ATM Cash Advances made on any calendar day may not exceed \$500 (or \$2,000 for Signature Accounts); and
 - (b) the outstanding total of all Cash Advances from your Account may not exceed 25% of Credit Limit (only applicable to AmaZing, Premier, Elite, Reserve, Agility Cash, Clarity, and Vivid Rewards products).

Based on risk, we may further limit Cash Advances in our sole discretion. We have no obligation to you to enforce Cash Advance limits and you are responsible for all Cash Advances made on the Account. Using a Card to withdraw cash from an ATM located outside of the United States may cause your Account to incur foreign bank service charges and out-of-network ATM fees. Some ATMs may have additional fees and limits. You will not earn Rewards on a Cash Advance.

- (iii) **Balance Transfers.** You can request a balance transfer to your Account. You may not use a balance transfer to pay off other debts to us. You may only make a balance transfer to pay accounts in your name. Allow three to four weeks to process your balance transfer request. During that time, you should continue making payments to those accounts. Transaction fees apply. You will not earn Rewards on a balance transfer.
- (iv) **Credit Card Checks.** We may provide Credit Card Checks to access your Account. Use of a Credit Card Check creates a Cash Advance. Transaction fees apply. Unused Credit Card Checks are the Bank's property and must be returned upon request. We may revoke your privilege to use Credit Card Checks at any time without cause or notice. You cannot stop payment on a Credit Card Check.
- (v) **Confirming Your Account Balance.** You may confirm your Account balance at any time by accessing our online banking service or mobile banking app or by visiting an ATM in the participating ATM networks listed on the back of your Card. You may also confirm your Account balance by calling our customer service office or by referring to your Account's most recent Billing Statement. You may restrict an Authorized User's access to these apps and services.

- (vi) **Your Account Billing Statements.** Following the close of each Billing Period, we send you a summary report of the activity in your Account during that Billing Period. A Billing Statement shows any balance transfers, Cash Advances, purchases, payments and other credits, as well as interest charges, and fees that posted during the Billing Period. The Billing Statement also shows your Account's New Balance (see the **HOW WE DETERMINE YOUR ACCOUNT'S NEW BALANCE** section immediately below), the minimum payment due on the New Balance, your Payment Due Date (which is at least 25 days from the Billing Statement's closing date), and other essential information.
- (vii) We send your Account's Billing Statement to only one Accountholder, by U.S. mail and/or electronic transmittal, even if the Account has multiple Accountholders. See the "**BILLING RIGHTS SUMMARY**" section below for important information, including the need to promptly review your Billing Statements and report any errors.
- (e) **HOW WE DETERMINE YOUR ACCOUNT'S NEW BALANCE.** The Outstanding Balance of your Account at the close of a Billing Period appears under the heading "**New Balance**" on the Billing Statement for that Billing Period (the "Current Billing Period"). The Outstanding Balance of your Account at the close of the previous Billing Period appears under the heading "**Previous Balance**" on that Billing Statement. We determine the **New Balance** by taking the **Previous Balance** and subtracting any payments and credits we received during the Current Billing Period then adding any purchases, Cash Advances, balance transfers, interest charges, fees, and other adjustments that posted during the Current Billing Period.
- (f) **PAYMENTS.** You must pay all amounts due on your Account according to the terms of this Agreement. Payments must be drawn on U.S. dollars deposited in the United States. If we accept any other payment, you must pay all conversion fees, bank collection fees, and other expenses we may incur. (Such fees and expenses are treated as purchases.) Do not send cash payments.
- (i) **Payment Due Date.** Your Payment Due Date is the same date each month and appears on your Billing Statements. If your minimum payment is not received on the Payment Due Date in a manner specified in the Billing Statement, there may be a delay in posting your payment to your Account resulting in a late payment fee and additional interest charges.
- (ii) **Minimum Payment Amount.** If the New Balance is less than \$30, the minimum payment is the full amount of the New Balance. If the New Balance is \$30 or more, the minimum payment is the sum of any past due amount and the greater of: \$30 plus any late payment fees, or 2.5% (1.75% for Agility Cash Credit Card, Clarity Credit Card, and Vivid Rewards Credit Card) of the New Balance plus interest charges and any late payment fees. (For Visa Signature Cards, in addition to the foregoing amounts, your minimum payment amount will include the full amount by which your New Balance exceeds your credit limit.) For all Credit Card Accounts, making only the minimum payment will increase the amount of interest you pay and the time it takes to repay your Outstanding Balance.
- (iii) **Application of Payments.** Payments credited to your Account during a Billing Period will be applied first to unpaid interest charges, then to any fees, then to the balance having the highest Annual Percentage Rate (APR), and then to each successive balance bearing the next higher APR until the amount of the payment is exhausted. You must pay at least the minimum payment amount shown on that Billing Period's Billing Statement, even if you paid more than the minimum payment shown on an earlier Billing Statement.
- (iv) **Partial or Nonconforming Payments.** You must not mark any payment with any kind of restrictive endorsement (such as "paid in full" or "in settlement"). We may receive payment and credit your Account with the amount of any late payments, partial payments or payments with restrictive endorsements without losing or waiving our right to receive timely payment in full.
- (v) **Delay of Available Credit.** We apply your payment to your Account on the business day we receive it. Based on risk, however, we may delay when that payment increases your Account's available credit.
- (vi) **Prepayment.** You may repay all or any portion of the Outstanding Balance at any time without penalty.
- (g) **RATES AND FEES:** APR, Daily Periodic Rates and Fees, and other disclosures are found in the table at the end of this Agreement. The Card Carrier also includes disclosures specific to your Card Account. The terms of these disclosures are incorporated by reference into this Agreement. Review these disclosures carefully and keep in your records.
- (h) **DEFAULT.** If your Account is in default, we may declare the Outstanding Balance immediately due and payable, close your Account, and recover all Cards and unused Credit Card Checks. Your Account may be in default if any of the following occurs:

- (i) your minimum payment is not received on or before the Payment Due Date;
- (ii) you fail to honor any other obligation under this Agreement;
- (iii) you die, file for bankruptcy, or become insolvent or unable to pay your debts;
- (iv) you have furnished false information on the Card Application;
- (v) you are in default under any other obligations you may have to us; or
- (vi) we reasonably believe that an Accountholder or Authorized User is unable or unwilling to honor their obligations under this Agreement.

(i) ATTORNEYS' FEES; COLLECTION EXPENSES; VENUE FOR LEGAL ACTIONS. You agree to pay our reasonable collection expenses, whether or not any court or arbitration proceedings are filed. Collection expenses include reasonable attorneys' fees, the cost of Bank staff (including in-house counsel), and out-of-pocket expenses (whether or not such expenses are awardable as "court costs"). Unless prohibited by law, you agree that we may bring legal action against you in the state of your residence at the time you opened your Account.

(j) INTEREST CHARGES. The following interest charges will apply whether before or after default, judgment, or the closing of your Account.

(i) **Periodic Interest Charges on Purchases, Balance Transfers and Cash Advances.** We do not charge periodic interest on purchases and balance transfers if you pay the New Balance shown on a Billing Statement by the Payment Due Date shown on that Billing Statement. Otherwise, we charge periodic interest on each purchase and balance transfer from the date of that purchase or balance transfer transaction. For every Cash Advance we charge interest from the date of that transaction. There is no grace period during which a Cash Advance can be repaid without incurring an interest charge.

(ii) **Periodic Interest Charge Calculation(s).** The interest charged on purchase transactions and balance transfer transactions is calculated separately from the interest charged on Cash Advances.

For each category of transactions, interest is calculated by first determining the "average daily balance" by taking each day's beginning balance, adding any new transactions, and subtracting any payments or credits. We do not add interest incurred during the Billing Period. The result is the "daily balance." We then add all the daily balances for the Billing Period and divide by the number of days in the Billing Period. The result is the "average daily balance" (also called the "balance subject to interest rate" on your Billing Statements). Second, we multiply the average daily balance by the number of days in the Billing Period. That number is then multiplied by the daily periodic rate (DPR) for that category of transactions. The resulting number is the interest charged for that category of transactions. We combine all interest charges for the Billing Period to report Total Interest Charged. If you are charged interest, the minimum interest charge will be no less than \$1.

(k) ANNUAL PERCENTAGE RATE ("APR") AND DAILY PERIODIC RATE ("DPR"). The APR for all transactions is a variable rate. The APR for a particular Billing Period is the sum of the Bank's "Prime Rate" for that Billing Period plus a "Margin." The applicable Margin depends on the type of transaction and the type of credit card account. Daily periodic interest is calculated using the DPR. The DPR is 1/365th of the APR (or 1/366 in a leap year). The APR on the Effective Date is disclosed in the Card Carrier. The actual APR in effect for each Billing Period, and for each category of transactions, is disclosed on that Billing Period's Billing Statements.

(i) **"Prime Rate" and the "Index".** The Prime Rate is equal to, and varies with, an independent index (the "**Index**"). The Index is the U.S. prime rate, as published by the *Wall Street Journal*. For any Billing Period, the Bank's Prime Rate is the published Index rate for the day that precedes by 6 business days the first calendar day of the calendar month in which that Billing Period ends (If a range of rates is published for that date, the highest of the rates is used). If the Index becomes unavailable, the Bank may designate a substitute Index in its sole discretion. Your **APR** (and corresponding **DPR**), and the amount of your minimum payment, will increase or decrease as the Index and Bank's Prime Rate increase or decrease.

The resulting changes in your **APR** (and corresponding **DPR**) will take effect on the first day of the following Billing Period. You acknowledge that the Bank's Prime Rate does not mean the lowest rate at which Bank makes loans to any of its customers, now or in the future.

(ii) **Military Lending Act Disclosures.** Federal law provides important protections to members of the Armed Forces and their dependents ("Covered Borrowers") relating to extensions of consumer credit.

In general, the cost of consumer credit to a member of the Armed Forces and their dependent may not exceed an APR of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). Please call us at **1-844-210-3601** to receive oral disclosures of the Military Lending Act disclosure above and a description of the payment obligation under this Agreement.

(l) ACCOUNT AND OTHER FEES. Fees applicable as of the effective date of this Agreement are provided in the Card Carrier.

- (i) **Cash Advance Fee** is a one-time fee assessed for each Cash Advance. This fee is fully earned when assessed and added to the amount of the Cash Advance transaction.
- (ii) **Balance Transfer Fee** is a one-time fee assessed for each new balance transfer. This fee is added to the balance of the transaction.
- (iii) **Late Payment Fee** is assessed if your minimum payment is not received by the Payment Due Date shown on the corresponding Billing Statement.
- (iv) **Returned Payment Fee** is assessed if any check or other payment on your Account is dishonored or must be returned because it cannot be processed. This fee is charged to your Account as a purchase item.
- (v) **Annual Account Fee** is billed at Account opening and every 12 months thereafter if applicable to your Account. The amount is listed in the table that appears in the Card Carrier.
- (vi) **Foreign Currency Transaction Fee.** Unless your Card's pricing and fee disclosures state otherwise, we charge a fee on transactions you make (a) in a currency other than U.S. Dollars and (b) in U.S. Dollars from outside the United States, and (c) in U.S. Dollars from within the United States that are processed outside the United States. The fee is a percentage of the U.S. dollar amount of the transaction and is added to the amount of the transaction.

If the transaction is in a foreign currency, Visa International will convert the transaction to U.S. dollars using its procedures in effect at the time. Under current procedures, the foreign currency conversion rate is either a wholesale market rate or a government mandated rate in effect one day prior to the date Visa processes the transaction. The currency conversion rate applied to the transaction may differ from the rate in effect on the transaction date or the posting date.

- (vii) **Research Fee.** If you request research on your Account (except for alleged billing errors by us), we may charge you a research fee up to \$25 per hour, plus \$5 per photocopy. This fee is charged to your Account as a purchase item.
- (viii) **Expedited Card Delivery Fee and Emergency Card Fee.** We may charge a fee if you request "expedited delivery" of a Card that requires an outside delivery service provider. We may also charge a fee if you request to personally obtain an "emergency Card" at our Bankcard Center that requires special card production. The current amounts of these fees will be disclosed at the time of your requests and before you agree to incur the charges. These fees are charged to your Account as a purchase.

(m) CARD BENEFITS.

- (i) **Priority Pass Select – Reserve Card Accounts Only.** Reserve Card Accountholders and Authorized Users receive a complimentary membership in Priority Pass Select™ that provides five free airport lounge visits per 12-month membership period. Each lounge visit by a Reserve Card Accountholder or Authorized User and each visit by a guest accompanying a Reserve Card Accountholder or Authorized User counts toward the free five-visit allowance. After the free lounge visits have been used, the Reserve Card Account will be charged the fee stated in the Priority Pass Select™ Welcome Letter and Pricing Disclosure for each lounge visit made during the remainder of that membership period. Lounge benefits, services, and facilities differ by location and may be available only at an additional charge. For more information, refer to the Priority Pass Select™ Welcome Letter and Pricing Disclosure.
- (ii) **Annual Travel Credit – Reserve and Elite Card Accounts Only.** A statement credit will automatically be applied to your Account when an Accountholder or Authorized User uses a Card for purchases in certain travel categories, up to an annual maximum of \$250 for Reserve Card Accounts and \$100 for Elite Card Accounts. Annual Travel Credits are refreshed once yearly, the day after the

anniversary of your Account open date. Qualifying purchases are those billed in the following merchant categories: Airlines, Rental Cars, Hotels, Cruise Lines, Travel Agencies, Airport Terminals, Global Entry, TSA Precheck, and Gogo Inflight Wi-Fi.

Identification of qualified purchases is subject to merchant's billing. statement credit(s) will generally post to your Account within five to seven business days of the settled purchase and will appear on your Billing Statement within one to two Billing Periods. For questions about your Annual Travel Credit, or when your next Annual Travel Credit will become available, call the number on the back of your Card. To qualify, purchases must: be completed using the full Visa 16-digit Card number referenced during the Program period; post to the card account referenced during the Program period; and be identified as a qualifying purchase based on the information available on Visa's proprietary network (VisaNet). The merchant must submit the purchase transaction under the appropriate merchant code, industry code, or required service or product identifier for the purchase to be identified as a qualifying travel purchase. A Card must remain in good standing to receive the statement credit. Please allow one to two Billing Periods to receive your statement credit. You are responsible for payment of all charges until the statement credit posts to your Account. Visa and the Bank reserve the right to modify or cancel this offer at any time and without notice.

(n) ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO VISA SIGNATURE CARD:

- (i) **Credit Limit:** The Credit Limit on your Card Account is disclosed on each Billing Statement (your initial Credit Limit appears in the Card Carrier). Bank may decline authorization for any use of your Card or Card Account that would at any time cause your Outstanding Balance to exceed your Credit Limit. You are liable for the Outstanding Balance even if it exceeds your Credit Limit. The Bank may decrease your Credit Limit at any time and will notify you of such change. In addition, you may request a change in your Credit Limit by writing to the address shown on your Billing Statement or by calling 1-800-494-1698.
- (ii) **No Pre-Set Spending Limit:** This Section (o)(ii) applies ONLY if you have a Visa Signature credit card OTHER THAN the AmaZing Rewards® Signature, AmaZing Cash® Signature, Agility Cash Signature, Vivid Rewards Signature, Premier, Elite, or Reserve credit card. There is no pre-set spending limit on your Card; no pre-set spending limit does not mean unlimited spending. You agree to pay in full each month any amount that exceeds your Credit Limit. Each transaction that causes your new balance to exceed your Account's Credit Limit will be evaluated for approval based on factors such as card fraud, account history, revolving balances, payment history, credit record, prior Cash Advances, and safety and soundness considerations.

(o) SECURITY INTEREST FOR SECURED ACCOUNTS. If you have a Secured Account, you have given the Bank a security interest in a savings account at the Bank to secure payment of your Account. If you withdraw your funds from the savings account, the Bank has the right to close your Account.

(p) INTERPRETATION; EFFECT.

- (i) **Duration; Survival.** The rights of all Accountholders and all Authorized Users to use a Card or make charges to your Account terminate when your Account is closed. All our rights and your obligations remain in effect until your Account is closed and your Outstanding Balance is paid in full.
- (ii) **Headings.** The headings used in this Agreement are for convenience only and do not describe the entire scope or intention of any portion of this Agreement.
- (iii) **Integrated Agreement.** This Agreement is the final written statement of your contract with us and cannot be contradicted with evidence of any alleged oral agreement.
- (iv) **Severability.** If any part of this Agreement is unenforceable in any jurisdiction, the rest of this Agreement will remain enforceable in that jurisdiction, and this entire Agreement shall remain enforceable in all other jurisdictions.
- (v) **Delay in Enforcement.** Any delay by us in enforcing our rights or your obligations under this Agreement shall not be deemed to release, waive, impair or discharge those rights or obligations.
- (vi) **Assignment.** You may not assign or transfer any portion of this Agreement or your Account without our prior written permission. We may assign or transfer this Agreement, your Account or any portion thereof without notice to you. This Agreement shall be binding upon the parties' heirs, representatives, successors, and assigns.
- (vii) **GOVERNING LAW.** THIS AGREEMENT AND YOUR ACCOUNT IS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES AND THE STATE OF UTAH, REGARDLESS OF PRINCIPLES ON THE CONFLICT OF LAWS OR WHERE YOU

RESIDE, USE YOUR CARD, OR ACCESS YOUR ACCOUNT.

- (q) **DISCLOSURES OF INFORMATION.** You consent to the Bank's release of your personal data to Visa U.S.A., its members, or their respective contractors for the purpose of providing the services described in this Agreement or emergency cash and emergency card replacement services.
- (r) **NO ILLEGAL USE; OFAC SANCTIONS; INTERNET GAMBLING PROHIBITED.** You shall not use your Account, Card, or Credit Card Checks: for any illegal purpose; for any transaction or in any manner that violates the law; to conduct transactions in any country or territory, or with any individual or entity, that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC); or to gamble on the internet. Display of a Visa logo or other payment system logo by any person (including an online merchant) or acceptance of a transaction does not mean that the transaction is lawful in all or any jurisdictions governing you, your Account or the transaction. We have the right (but no obligation) to decline or block any transactions that we believe may be prohibited under this section. We may also block use of your Card in countries or territories subject to OFAC sanctions. You remain liable for, and you must indemnify us for, any transactions made in violation of this section.
- (s) **AGREEMENT TO PAY; JOINT AND INDIVIDUAL LIABILITY.** Each Accountholder is jointly and individually liable for the full Outstanding Balance of your Account, regardless of whether the charges were incurred for personal, family, household or business purposes. Your liability includes all charges made by all persons you permitted or gave express, implied or apparent authority to use your Account, a Card, or a Credit Card Check even if you were unaware of the charges or they caused you to exceed your Credit Limit. Unless otherwise required by law, we may send all Billing Statements and other notices to any Accountholder. Such Billing Statements and notices shall be deemed received by all Accountholders.
- (t) **LOST OR STOLEN CARD OR CREDIT CARD CHECK; STOLEN ACCOUNT NUMBER.** If a Card or a Credit Card Check is lost or stolen or if you think your Account number has been stolen, you agree to stop using your Account and notify us immediately of the loss or theft by calling the phone number on the back of your Card or accessing your Account online or through your Account mobile app. You may need to provide the Bank with certain information in writing to help the Bank determine what happened.
- (i) If you notify us of a lost or stolen Card or Credit Card Check before someone uses it, you are not responsible for any use of the Card or Check you did not authorize;
 - (ii) If you notify us of a lost or stolen Card or Credit Card Check after someone uses it but within two business days of you realizing the loss or theft, you are responsible for no more than \$50 of unauthorized charges;
 - (iii) If only your Account number is stolen, you are not responsible for any use of the number you did not authorize.
- (u) **REFUSAL TO HONOR TRANSACTIONS.** We are not responsible or liable for any claim arising from or related to: the refusal or delay of any financial institution, merchant, or other person to honor or return your Card, Account or Credit Card Check; any goods or services obtained with your Card Account or Credit Card Check (except to the extent provided in "Billing Rights Summary" notice near the end of this Agreement); any unsuccessful attempt to obtain prior credit authorization for any transaction when the authorization system is not working; or any unsuccessful attempt to use the Card in an ATM when the ATM or ATM network is not working or is temporarily closed or out of order.
- (v) **FINANCIAL AND CREDIT INFORMATION.**
- (i) **Financial Statements.** If we ask, you agree to furnish a current financial statement or to update the Card Application.
 - (ii) **Credit Reports and Negative Credit Reporting.** You hereby authorize us to make credit inquiries or investigations about you, and to disclose to others credit information about your Account and your performance under this Agreement. We may ask consumer reporting agencies for reports of your credit history. At your request, we will tell you if we have requested such reports, and the names and addresses of the consumer reporting agencies furnishing the reports. We may act through our agents, who may act in our name or their own names.
 - (iii) **Negative Credit Reporting.** You are hereby notified and agree that we may report information about your Account to consumer reporting agencies. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. We may report through our agents (including but not limited to Zions Management Services Company) who may act in our name or their own names. Please notify us if we report any inaccurate information about your Account(s) to a consumer

reporting agency. Your written notice describing the specific inaccuracy should be sent to us at the following address: **Bankcard Services, P.O. Box 25787, Salt Lake City, UT 84125**

(w) CHANGE OF NAME OR ADDRESS. You agree to promptly notify us in writing if you change your name, home address, or mailing address. Until you notify us of updated information, we can send Billing Statements, notices, and other communications to the name and address of any Accountholder in our records, and they will be deemed effectively delivered for all purposes. If your mailing address appears to be no longer valid (for example, mail is returned undelivered), you agree that we can suspend mailing your Billing Statements, notices, and other communications until we receive a different valid address from you.

(x) CLOSING YOUR ACCOUNT. You may close your Account at any time by notifying us in writing. We may close your Account at any time without cause and without notice. When your Account is closed (whether by you or us),

- (i) the rights of all Accountholders and all Authorized Users to use your Account, a Card, and Credit Card Checks are automatically revoked, and
- (ii) you must contact everyone authorized to charge transactions to your Account (for example, internet service providers, insurance companies, etc.) to cancel future transactions. Such transactions may continue to be charged to your Account until you change the billing, and you will be liable for those charges.

If we believe that you have authorized a transaction or are attempting to use your Account after you have requested your Account to be closed, we may allow the transaction to be charged to your Account and you will be liable for the charges.

(y) VISA ACCOUNT UPDATER. Card Accounts are automatically enrolled in the Visa Account Updater (VAU) feature required by Visa. This feature enables the electronic exchange of account information between Visa and participating merchants to support payment continuity with credential-on-file merchants. Visa will securely provide updated credit card information when your Card is re-issued for any reason or is closed. Updates are not guaranteed before the next Billing Period. The Bank is not responsible for late, missed, or recurring payments. To opt-out of the VAU feature for your Account, please contact the Bank by calling the number on the back of your Card.

(z) DISPUTE RESOLUTION - READ CAREFULLY. This Dispute Resolution provision contains provisions for a jury waiver, a class action waiver, and a mandatory arbitration (or, as applicable, judicial reference) agreement. These provisions could have a substantial effect on your rights in the event of a dispute with us. For example, if we elect to require you to arbitrate any claim, you will not have the right to a jury trial or the right to participate in a class action in court or in arbitration. **The mandatory arbitration provisions do not apply to members of the Armed Forces and their dependents who are entitled to protection under the Military Lending Act, 10 U.S.C. § 987, or analogous state law.** No portion of this Dispute Resolution section shall be interpreted or applied in a manner prohibited by governing law, but all other portions shall remain in effect.

(i) GENERAL PROVISIONS GOVERNING ALL DISPUTES.

- (a) **PRIOR DISPUTE RESOLUTION AGREEMENTS SUPERSEDED.** This Dispute Resolution Provision shall supersede and replace any prior "Jury Waiver," "Judicial Reference," "Class Action Waiver," "Arbitration," "Dispute Resolution," or similar alternative dispute agreement or provision between or among the parties.
- (b) **"DISPUTE" DEFINED.** As used herein, the word "Dispute" includes, without limitation, any claim by either party against the other party related to this Agreement, your Account, any transaction in your Account, any Card or a Credit Card Check. "Dispute" includes, but is not limited to: matters arising from or relating to a deposit account; an application for or denial of credit; warranties and representations made by a party; the adequacy of a party's disclosures; enforcement of any and all of the obligations a party hereto may have to another party; compliance with applicable laws and/or regulations; and performance or services provided under any agreement by a party, including without limitation, disputes based on or arising from any alleged tort or matters involving the employees, officers, agents, affiliates, or assigns of a party hereto. If a third party is a party to a Dispute (such as a credit reporting agency, merchant accepting a credit card, junior lienholder or title company), each party hereto agrees to consent to including that third party in any arbitration or judicial reference proceeding for resolving the Dispute with that third party.
- (c) **JURY WAIVER.** Each party waives their respective rights to a trial before a jury in connection with any Dispute. All Disputes shall be decided by a judge sitting without a jury, unless

submitted to binding arbitration pursuant to Section (bb)(ii) or judicial reference pursuant to Section (bb)(iii).

(d) **AGREEMENT FOR BINDING ARBITRATION OR JUDICIAL REFERENCE IF (A) A CONSUMER PARTY REQUESTS OR (B) THE JURY TRIAL WAIVER IS NOT ENFORCED.**

A party who (in context of the Dispute) is a consumer may timely elect to require that the Dispute be submitted as applicable to binding arbitration under Section (bb)(ii) hereof or binding judicial reference under Section (bb)(iii) hereof. In addition, if this Agreement's jury waiver is unenforceable by law, or otherwise not enforced by a court exercising jurisdiction over the Dispute, then all parties hereby agree that the Dispute shall be timely submitted as applicable to binding arbitration under Section (bb)(ii) or binding judicial reference under Section (bb)(iii). By agreeing to resolve specified future disputes in arbitration or by judicial reference, the parties are waiving their right to litigate those disputes in court. In any lawsuit regarding a Dispute (a "Lawsuit"), following the service of a complaint, third-party complaint, cross-claim or counterclaim or any answer thereto, any amendment to any of the above, or a ruling or entry of an order that has the effect of invalidating this Agreement's jury trial waiver (any of the foregoing, an "ADR Event"), then at any time prior to trial of the Dispute, but not later than 30 days after the ADR Event, any party shall be entitled to move the court for an order (on the grounds set forth in the preceding paragraph) compelling arbitration under Section (bb)(ii) or judicial reference under Section (bb)(iii), as applicable, and staying or dismissing the Lawsuit pending such arbitration or judicial reference (an "ADR Order"). A party that commenced or participated in the Lawsuit may nevertheless demand arbitration or judicial reference of a Dispute after an ADR Event. Commencement or participation in the Lawsuit shall not operate as a waiver of the right to compel arbitration or judicial reference. After entry of an ADR Order, the non-moving party shall commence the arbitration or judicial reference. The moving party shall, at its discretion, also be entitled to commence arbitration or judicial reference but is under no obligation to do so, and the moving party shall not in any way be adversely prejudiced by electing not to commence arbitration or judicial reference.

(e) **Class Action Waiver.** If permitted by applicable law, each party waives their respective right to litigate any Dispute as a class action (either as a member of a class or as a representative) or to act as a private attorney general. The waiver in this paragraph applies whether the proceeding is in a court, in an arbitration, or in a judicial reference proceeding.

(f) **Survival.** This Dispute Resolution Provision shall survive any termination, amendment, or expiration of this Agreement or any other relationship between the parties.

- (ii) **TERMS GOVERNING THOSE DISPUTES SUBMITTED TO ARBITRATION.** This Section (bb)(ii) governs Disputes that are submitted for binding arbitration under Subsection (bb)(ii)d. This Section (bb)(ii) shall not apply to any Dispute that is pending in a state or federal court located in the state of California, except to the extent such Dispute may also be pending in a state or federal court located outside of California. An arbitrator shall have no authority to determine the validity, enforceability, meaning or scope of this Dispute Resolution Provision, or class action claims brought by either party as a class representative on behalf of others, or by a class representative on either party's behalf as a class member, which matters may be determined only by a court without a jury.

Arbitration under this provision shall be conducted before a single arbitrator through either the National Arbitration Forum ("NAF") or Judicial Arbitration and Mediation Service, Inc. (JAMS), as selected by the initiating party, in accordance with the rules of NAF or JAMS (the "Administrator"). However, if the parties agree, a licensed attorney may be selected by the parties to conduct the arbitration without an Administrator. If NAF and JAMS both decline to administer arbitration of the Dispute, and if the parties are unable to mutually agree upon a licensed attorney to act as arbitrator without an Administrator, then either party may file a Lawsuit and move for an ADR Order. The arbitrator, howsoever appointed, shall have expertise in the subject matter of the Dispute. Venue for the arbitration proceeding shall be as stated elsewhere in this Agreement with respect to any judicial proceedings between the parties. Absent such a provision, the arbitration shall be conducted at a location determined by mutual agreement of the parties or by the Administrator if no agreement can be reached. The arbitrator shall apply the law of the state specified in the agreement giving rise to the Dispute.

- (a) **Arbitration Costs, Fees and Expenses.** In any arbitration commenced by a consumer regarding a consumer Dispute, Lender or Bank shall pay one half of the Administrator's initial filing fee, up to \$500. If Lender or Bank commences arbitration or is the moving party obtaining an ADR Order, Lender or Bank shall pay all Administrator and arbitrator fees, regardless of if the consumer is the prevailing party in such arbitration, unless such Dispute involves a claim for damages by a consumer and is found by the arbitrator to be frivolous. For

this paragraph, "consumer Dispute" shall mean a Dispute involving credit or services provided by Lender or Bank, primarily for personal, family or household purposes, in which the claim for damages is less than \$75,000.

- (b) **Arbitration Rules.** The Administrator and the arbitrator shall have the authority, to the extent practicable, to take any reasonable action to require the arbitration proceeding to be completed within 180 days of commencing the arbitration. The arbitrator: (i) will render a decision and any award applying applicable law; (ii) will hear and rule on appropriate dispositive motions for judgment on the pleadings, for failure to state a claim, or for full or partial summary judgment; (iii) will give effect to any statutory or contractual limitations period (e.g., any statute of limitations) in determining any Dispute or defense; (iv) shall have the authority to impose sanctions on any party that fails to comply with time periods imposed by the Administrator or the arbitrator, including, without limitation, the sanction of entering a final award against the party that fails to comply; (v) shall have authority to award costs and fees (including attorneys' fees and costs, arbitration administration fees and costs, and arbitrator(s)' fees) to the extent permitted by law; (vi) shall recognize and honor claims of privilege recognized at law; and (vii) with regard to motions and the arbitration hearing, shall apply the Federal Rules of Evidence. The doctrines of compulsory counterclaim, res judicata, and collateral estoppel shall apply to any arbitration proceeding hereunder.
- (c) **Right to Seek Equitable Remedies Outside of Arbitration.** Commencement of an arbitration by any party shall not prevent any party from at any time (i) seeking and obtaining from a court of competent jurisdiction (notwithstanding ongoing arbitration) provisional or ancillary remedies including but not limited to injunctive relief, temporary restraining orders, property preservation orders, foreclosure, sequestration, eviction, attachment, replevin, garnishment, and/or the appointment of a receiver; or (ii) availing itself of any self-help remedies such as setoff and repossession rights or non-judicial foreclosure of collateral. The exercise of such rights shall not constitute a waiver of the right to submit any Dispute to arbitration.
- (d) **Arbitration Appeals; Right to Written Reason for Award.** Judgment upon an arbitration award may be entered in any court having jurisdiction except that, if the arbitration award exceeds \$200,000, any party shall be entitled to a de novo appeal of the award before a panel of three arbitrators. To allow for such appeal, if the award (including Administrator, arbitrator, and attorney's fees and costs) exceeds \$200,000, the arbitrator will issue a written, reasoned decision supporting the award, including a statement of authority and its application to the Dispute. A request for de novo appeal must be filed with the arbitrator within 30 days following the date of the arbitration award; if such a request is not made within that time, the arbitration award shall become final and binding. On appeal, the arbitrators shall review the award de novo, meaning that they shall reach their own findings of fact and conclusions of law rather than deferring in any manner to the original arbitrator. Appeal of an arbitration award shall be pursuant to the rules of the Administrator; if the Administrator has no such rules, then the JAMS arbitration appellate rules shall apply.
- (e) **How to File an Arbitration Claim.** To request information on how to submit an arbitration claim, or to request a copy of an Administrator's rules or fee schedule, please contact the Administrators as follows:

JAMS:

1920 Main St., Suite 300
Irvine, CA 92614,

Phone:

(949) 224-1810

Fax: (949) 224-1818

E-mail: info@jamsadr.com

Website: www.jamsadr.com;

NAF National Arbitration Forum

P.O. Box 50191

Minneapolis, MN 55405-0191

Phone (800) 474-2371

Arbitration under this provision concerns a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. If the terms of this Section (bb)(ii) vary from the Administrator's rules, this Section (bb)(ii) shall control.

- (iii) **TERMS GOVERNING THOSE DISPUTES SUBMITTED TO JUDICIAL REFERENCE.** This Section (bb)(iii) governs Disputes that are submitted under Subsection (bb)(ii)d for judicial reference in accordance with California Code of Civil Procedure, Section 638, et seq. This Section (bb)(iii) may be invoked only regarding Disputes filed in state or federal courts located in the state of California. In no event shall this Section (bb)(iii) diminish the force or effect of any venue selection or jurisdiction provision in this Agreement or any related document. Nothing herein shall preclude a party from moving (prior to the court ordering judicial reference) to dismiss, stay, or transfer the suit to a forum outside California on grounds that California is an improper, inconvenient or less suitable venue. If such motion is granted, this Section (bb)(iii) shall not apply to any proceedings in the new forum.

The referee shall be a retired judge, agreed upon by the parties, from either the American Arbitration Association (AAA) or Judicial Arbitration and Mediation Service, Inc. (JAMS). If the parties cannot agree on the referee, the party who initially selected the reference procedure shall request a panel of 10 retired judges from either AAA or JAMS, and the court shall select the referee from that panel. If AAA and JAMS are unavailable to provide this service, the court may select a referee by such other procedures as are used by that court. The referee shall be appointed to sit with all the powers provided by law, including the power to hear and determine any or all of the issues in the proceeding, whether of fact or of law, and to report a statement of decision. Only for this Section (bb)(iii), "Dispute" includes matters regarding the validity, enforceability, meaning, or scope of this Section (bb)(iii), and class action claims brought by either party as a class representative on behalf of others and claims by a class representative on either party's behalf as a class member. The parties agree that time is of the essence in conducting the judicial reference proceeding set forth herein. Except as otherwise provided in this paragraph, the costs of the judicial reference proceeding, including the fee for the court reporter, shall be borne equally by the parties as the costs are incurred, unless otherwise awarded by the referee. If Lender or Bank commences a judicial reference proceeding regarding a consumer Dispute, Lender or Bank shall pay all referee fees, regardless of whether the consumer is the prevailing party in such proceeding, unless such Dispute involves a claim for damages by a consumer and is found by the referee to be frivolous. For purposes of this paragraph, "consumer Dispute" shall mean a Dispute involving credit or services provided by Lender or Bank, primarily for personal, family, or household purposes, in which the claim for damages is less than \$75,000. The referee shall hear all pre-trial and post-trial matters (including without limitation requests for equitable relief), prepare a statement of decision with written findings of fact and conclusions of law and apportion costs as appropriate. The referee shall be empowered to enter equitable relief as well as legal relief, provide all temporary or provisional remedies, enter equitable orders that are binding on the parties, and rule on any motion that would be authorized in a trial, including without limitation motions for summary adjudication. Judgment upon the award shall be entered in the court in which such proceeding was commenced and all parties shall have full rights of appeal. This provision will not be deemed to limit or constrain Lender's or Bank's right of offset, to obtain provisional or ancillary remedies, to interplead funds in the event of a dispute, to exercise any security interest or lien Bank or Lender may hold in property, or to comply with legal process involving accounts or other property held by Bank or Lender.

- (iv) **RELIANCE.** Each party certifies that no one has represented to such party that the other party would not seek to enforce a jury waiver, class action waiver, arbitration provision, or judicial reference provision in the event of suit, and acknowledges that it and the other party have been induced to enter into this Agreement by, among other things, material reliance upon the mutual waivers, agreements, and certifications in the four Sections of this DISPUTE RESOLUTION PROVISION.

(aa) BILLING RIGHTS SUMMARY. This notice contains important information about your rights and the Bank's responsibilities under the Fair Credit Billing Act.

- (i) **What to do if you Identify a Potential Error, or have a Question About a Transaction, on Your Billing Statement.** If you think there is an error on your Billing Statement, send us a written notice at the address indicated in the Billing Rights Summary on your statement or at the address at the bottom of this section. We must hear from you no later than 60 days after the error appeared on your Billing Statement. In your written notice, include the following information:

- (a) Your name and Account number.

(b) The date and dollar amount of the suspected error.

(c) Describe the error, and explain if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

You may telephone us (e.g., to ask for more information about a transaction on your Billing Statement) but doing so does not constitute a notice of a potential error, will not preserve your rights, and will not require us to investigate any potential errors.

(ii) **Your Right to Stop Payments.** If you have authorized automated payments on your Account and wish to stop payment of an amount appearing on a Billing Statement that you think is wrong, you must notify us three business days before the automatic payment is scheduled to occur.

(iii) **Your Rights and Our Responsibilities After We Receive Your Written Notice.** We must acknowledge your letter within 30 days unless we corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

(a) After we receive your letter, we cannot try to collect the amount in question, or report you as delinquent on that amount to consumer reporting agencies. However, the amount in question may remain on your Billing Statement and we may continue to charge you interest on that amount. We may apply any unpaid amount against your Credit Limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

(b) If we find that we made a mistake on your bill, you will not have to pay the amount in question or any interest charges related to any questioned amount. If we do not believe we made a mistake, you may have to pay interest charges, and you will have to make any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

(c) If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you are questioning your bill. We must also tell you the name of anyone we reported you to and notify anyone we report you to when the matter has been settled between us. If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your bill was correct.

(iv) **Your Rights If You Are Dissatisfied with Your Credit Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your Card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all the following must be true:

(a) The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase must have been more than \$50. (Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

(b) You must have used your Card for the purchase. Purchases made through a Cash Advance at an ATM or using a Credit Card Check do not qualify.

(c) You must not yet have fully paid for the purchase.

If the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Bankcard Services
P.O. Box 25787
Salt Lake City, UT 84125-0787

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent to consumer reporting agencies.

ADDENDUM 1 – Disclosure Statement for Zions Bank Executive Banking Visa Signature Credit Card.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	Prime Rate + 9.99% This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	Prime Rate + 9.99% This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	Prime Rate + 16.99% This APR will vary with the market based on the Prime Rate.
Penalty APR and When It Applies	None
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases and balance transfers if you pay your entire balance due by the due date each month. We will begin charging interest on cash advances on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1 .
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the Consumer Financial Protection Bureau website at http://www.consumerfinance.gov/learnmore.
Fees	
Annual Account Fee	\$95 (waived for the first year for Executive Banking clients)
Transaction Fees:	
▪ Balance Transfer from Existing Zions Account	None
▪ All Other Balance Transfers	3% of the amount of each transaction, but not less than \$10 .
▪ Cash Advance	3% of the amount of each transaction, but not less than \$10 .
▪ International Transaction	3% of the U.S dollar amount of each transaction, whether originally made in U.S. dollars or converted from a foreign currency.
Penalty Fees:	
▪ Late Payment	Up to \$25
▪ Returned Payment	Up to \$25

How we will calculate your balance: We use a method called “average daily balance (including new purchases)”. See the card agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in the card agreement.