

## Card Fraud Alert Service Terms & Conditions

For Consumer and Business Credit Cards and Debit Cards

These Terms & Conditions ("**Terms**") govern your Mobile Card Fraud Alert Service (the "**Service**") for the credit cards and debit cards (each a "**Card**") that you choose to enroll. The Service is also known as Transaction Verification Alerts Service.

### Definitions

"**Cardholder**" means the person named on a Card, or who is authorized by that named person to use the Card.

"**You**" and "**your**" mean the Cardholder. **If the named Cardholder is not the owner** of the credit Card account or the deposit account tied to the debit Card (hereafter "**Owner**"), then "**you**" and "**your**" include both the Owner and the Cardholder for purposes of Owner's and Cardholder's obligations and Bank's rights and remedies.

"**Bank**" means the bank named on the front of your Card.

"**Alert**" means an SMS text message sent to a mobile device telephone number you specified when enrolling a Card, notifying you that a transaction on the Card has been identified by our automated filters as potentially fraudulent.

"**Equipment**" means any hardware, software or networks associated with bringing you the Service, or you receiving the Service (including your mobile device).

### Acceptance

You enroll in the Mobile Card Fraud Alert Service and accept these Terms by completing the enrollment page and clicking the online acceptance link on Bank's website. You further accept these Terms each time you continue using the Service. *If the Cardholder is not the Owner, then whichever party enrolls the Card represents and warrants to Bank that it is duly authorized to accept these Terms on behalf of both the Cardholder and the Owner, and that they are jointly and severally obligated to Bank under these Terms.*

### Mobile Card Fraud Alerts

The Service is provided only if you request enrollment and accept these Terms. You may enroll more than one Card, but each Card requires a separate enrollment. Not all Cards are eligible for enrollment. Bank may decline enrollment of any Card.

**Whether or Not a Card is Enrolled in the Service.** Bank filters most credit and debit card transactions through software for purposes of attempting to detect *potential* fraudulent activity. Filtering does not detect all fraudulent transactions, and some transactions that get flagged as potentially fraudulent are actually legitimate. When a transaction is flagged as *only potentially* fraudulent, the Bank has discretion to either authorize or decline completion of the transaction. When exercising that discretion, the Bank may wish to communicate with the Cardholder. When Bank and Cardholder are able to communicate promptly, the Bank can block more fraudulent transactions, and can authorize more legitimate transactions.

**Value of Enrolling in the Service.** The Service offers faster communication between Bank and Cardholder. Enrollment lets the Bank text an Alert to the Cardholder, asking whether a flagged transaction is fraudulent. Taking the Cardholder's response (or lack of response) into consideration, Bank has better information for exercising its discretion to authorize or decline the transaction. Enrollment is a tool that can help both you and the Bank get legitimate purchases authorized and fraudulent transactions blocked. To get maximum benefit, Cardholder's prompt if not immediate responses to Alerts are needed. (Cardholder acknowledges that enrollment in the Service does not change which software filters are generally applied by Bank to all credit and debit cards.)

**Mobile Card Fraud Alerts.** The Service sends an Alert to the mobile device telephone number you specified when enrolling a Card. (If you change numbers, you will need to re-enroll your Card.) Your enrolled Cards may share a telephone number, or each Card can have its own telephone number. Alerts may be sent by (or in the name of) Bank, or a service provider engaged by Bank or your Affiliate.

The actual time between a transaction being made with your Card, and the time an Alert is sent to or received by your mobile device, is dependent on your wireless service and the coverage in your vicinity at that time. Alerts may not be available to your mobile device in all areas within the United States, and the Service is not designed or intended for your use while outside the United States.

### Fees

Bank does not presently charge for the use of the Service. However, in order to receive Alerts and use the Service, you must have a two-way text message or Short Message Service ("**SMS**") enabled mobile device with an active SMS data plan through a mobile carrier. You acknowledge that you may incur text messaging and other charges from your mobile carrier, and agree that such charges are solely your responsibility. Contact your carrier for applicable pricing details.

## Availability/Interruption

The Service is available only using the necessary Equipment, and only when your mobile device is within the operating range of a mobile data carrier with an appropriate signal for data services. The Service is subject to transmission limitations and service interruptions. The Service (or any portion thereof) may not be available at any time or in any area. You acknowledge and agree that Bank is not responsible for performance degradation, interruption or delays due to Equipment or other conditions. You agree that the "Released Parties" (as defined below in "LIMITATIONS") shall not be liable to you for any reason if you cannot be sent, receive, or reply to Alerts. Released Parties disclaim all liability for any delay, misdelivery, loss, or failure in the sending or delivery of any Alert or other communication for any reason.

## Cancelling Enrollment; Termination or Suspending Service

You can cancel the enrollment of any Card at any time, using any of these options: simply (a) text "STOP" to **89806**, or (b) text "STOP" as a reply to any SMS text you receive as part of the Service, or (c) call Customer Service at the telephone number listed on the back of your card. Bank may suspend or terminate offering Service, or the enrollment of your Card(s), at any time without notice and without cause.

## Amendments To These Terms, the Service or Features; Notice

From time to time, Bank may amend (i.e., add, delete or change) (a) these Terms or (b) the Service or any feature thereof (e.g. the text of Alerts, criteria triggering Alerts, how you may respond to an Alert, actions Bank may take in connection with an Alert or your response or non-response thereto). Such amendments may be temporary or permanent. If required by law or these Terms, Bank will send prior notice of such amendment. By continuing to use the Service after the amendment (or after the time stated in a notice of amendment) you agree to that change.

Any notices by Bank, including notices of amendment, can be sent by any legal means, including (a) via SMS text to the mobile device phone number you provided for any currently enrolled Card (and the SMS text can direct you to a web address for further details), or (b) via email to any address you provided for any currently enrolled Card. If Cardholder is not the Owner, then notice by Bank to one shall constitute notice by Bank to both.

## Limitations & Disclaimers; Releases; Indemnity

The following provisions are in addition to, and not restricted, by the limitations and disclaimers in other sections of these Terms. The words "**Released Parties**" means Bank, Affiliates, Visa U.S.A., Inc., Visa International Service Association, Visa, Inc., their respective member financial institutions, and their respective parent companies, affiliates, subsidiaries, divisions, advertising and promotion agencies, and their services providers.

**A. No Warranties - Equipment, Computer, and Software.** RELEASED PARTIES SPECIFICALLY DISCLAIM ANY RESPONSIBILITY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, 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 EQUIPMENT USED TO MAKE AVAILABLE SUCH SERVICE IS PROVIDED ON AN "AS IS" AND AN "AS AVAILABLE" BASIS.

**B. Limitation of Liability.** IN NO EVENT SHALL ANY RELEASED PARTY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE FOR ANY BREACH OF THESE TERMS, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS OR GOODWILL, LOSS OF USE EVEN IF ANY RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR ANY CLAIM BY ANY THIRD PARTY.

A RELEASED PARTY SHALL NOT BE LIABLE IF THE SERVICE CANNOT BE PROVIDED (OR ANY PART THEREOF) OR FOR ANY FAILURE TO PERFORM ANY OBLIGATIONS CONTAINED IN THESE TERMS 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 THAT RELEASED PARTY'S CONTROL.

IN ADDITION, NOTWITHSTANDING ANYTHING 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 ALL RELEASED PARTIES (INCLUDING BANK) SPECIFICALLY DISCLAIM ALL LIABILITY WHATSOEVER WITH RESPECT TO ANY FAILURE TO PROTECT THE SERVICE OR PROVIDE THE SERVICE ERROR-FREE OR UNINTERRUPTED.

**C. Indemnity.** You agree to indemnify and hold harmless the Released Parties from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Service in violation of these Terms and/or arising from a breach of these Terms and/or any breach of your representations and warranties set forth herein.

## No Amendment of Existing Terms and Conditions for Cards

Except as explicitly provided herein, these Terms, the Service, and Alerts under the Service do not amend or replace any portion of your existing agreements in connection with any Card, credit Card account, or deposit account to which a debit Card is tied (including but not limited to any credit card account agreement, credit cardholder agreement, debit cardholder agreement, deposit account agreement or mobile banking agreement).

## Assignment; Miscellaneous

You may not assign these Terms or the Service without Bank's prior written consent. These Terms represent the entire agreement between you and Bank on the subject matter hereof. These Terms may be amended only in writing signed by the party to be charged, or as described in these Terms. If any part of these Terms is found invalid, the balance of these Terms shall remain enforceable. THESE TERMS AND THE SERVICE ARE GOVERNED BY THE LAWS OF THE STATE IN WHICH THE APPLICABLE BANK IS HEADQUARTERED (WHICH IN THE CASE OF ZIONS BANK IS UTAH UNLESS YOU ARE A RESIDENT OF THE STATE OF IDAHO WHO APPLIED FOR THE APPLICABLE CARD FROM THE STATE OF IDAHO). The failure to enforce any provision hereof on one or more occasions 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.

## Dispute Resolution

Any claim, controversy or other dispute that may arise between you, Bank and/or Affiliate (or other affiliates of Bank or Affiliate) under or in connection with these Terms, the Service or any Alert or transaction relating to the foregoing shall be resolved in the manner set forth for dispute resolution provisions in your credit Card agreement, or the deposit account agreement for the deposit account tied to your debit Card, as applicable.

## Contact Us

If you have any questions about the Service or any Card transaction, please call Customer Service at the telephone number on the back of your Card during normal service hours, or visit the Service's page at Bank's website.