

Zions Bancorporation, N.A. DBA The Commerce Bank of Washington Agreement for eStatement and eNotice Service

You have requested the **eStatement** and **eNotice** service provided by Zions Bancorporation, N.A. DBA The Commerce Bank of Washington ("**Bank**"). (Or, you are using an online process to apply for your account in which case that account must initially be enrolled in the **eStatement** and **eNotice** service.) Online accounts may be un-enrolled by contacting us in the manner described in the section below entitled "Cancelling your eStatement and eNotice service."

This Agreement applies to only the Account(s) that you chose for enrollment. The Service is provided under the terms and conditions below.

I. Definitions

"Account" means a deposit account, loan account or other account at Bank which you have enrolled in the eStatement and eNotice service. Not all account types at Bank may enroll in the Service.

"eCommunication" can be any periodic statement, notice, disclosure, agreement, fee schedule, transaction or event record, invoice, response to claim or other communication (collectively **"information"**) regarding your enrolled Account that Bank chooses to provide by eStatement or eNotice instead of paper. An eCommunication is viewed by logging into Online Banking. eCommunications may contain information that Bank is required by law to give you, or information that Bank chooses to give you.

"eNotice" means any eCommunication that is not an eStatement. (Please note that "eNotice" also includes any statement of transactions or balances in a *loan* account.)

"Online Banking" means the personal or business internet banking service in which your Account is already enrolled with Bank.

"Notification" means an email that Bank will send to an address specified by you, advising that a new eCommunication is available for review in Online Banking.

"Service" means the eStatement and eNotice service in which you have enrolled an Account.

"eStatement" means an electronic version of the paper periodic statement of debits, credits and balances that Bank mails to you for a deposit Account that is not enrolled in the eStatement service. **"eStatement"** also includes notices, disclosures and other information that would be printed on the paper periodic statement or enclosed with a mailed paper periodic statement. (Please be aware that a statement of transactions or balances in a loan account is deemed an "eNotice" rather than an "eStatement.")

"We," "us" and **"our"** each mean or refer to Bank.

"You" and **"your"** mean or refer to the customer of Bank who enrolled the Account in a Service, and any co-owner of that Account.

II. YOUR CONSENT TO RECEIVE eCOMMUNICATIONS INSTEAD OF PAPER

By accepting this agreement during your online enrollment for this Service, you request and consent to Bank providing information by eCommunications instead of by paper for the Service(s) and Account(s) you have selected for enrollment. Ordinarily, information provided in an eCommunication will not be sent to you or any co-owner of the Account by paper. Our eCommunications to you will for all purposes be deemed "in writing."

(You can still request a paper copy of any specific eCommunication. You can also withdraw your consent for eCommunications and resume receiving only paper. See Terms and Conditions below.)

III. YOUR AGREEMENT TO OUR TERMS AND CONDITIONS

By accepting this agreement during your online enrollment for this Service, you accept and agree to the following terms and conditions for the Services and Accounts you selected for enrollment:

1. Notification of eCommunication, and Reviewing it in Online Banking

Notification. We will email a Notification to your registered email address when a new eCommunication is available to review in Online Banking. Notification by email to you constitutes Notification to all co-owners on the Account.

New eCommunication. To review a new eCommunication, log on to Online Banking at www.tcbwa.com and go to Accounts/Statements page.

Prior eCommunications. You can also review prior eCommunications. The number of months that prior eCommunications remain available online is stated and updated in the Service's section in Online Banking.

2. Hardware and Software Requirements

To use our Service, you must have a personal computer or other access device capable of accessing the Internet with an Internet web browser that supports 128-bit SSL encryption. We support a current version of Internet Explorer. Other HTML browsers might be acceptable for using our Service. If your computer does not have a capable browser, you can download Internet Explorer at <http://www.microsoft.com/windows/internet-explorer/default.aspx>. You are also required to have email software and an email account with an Internet service provider.

3. Viewing and Saving Copies of eCommunications; Adobe Reader

To view and retain your eCommunications, you will need a current version of Adobe Reader® and the ability to download (to your hard drive, CD-ROM or other storage device) or print Adobe Reader files. If you do not have Adobe Reader, you can download it at www.adobe.com. You may keep copies of your eCommunications for future reference by saving them to your computer in the PDF format, by clicking on "File" and then "Save As" in your browser or Adobe Reader window.

4. Email for Notifications; Updating Your Email Address

When a new eCommunication is available for your Account, we send a Notification to the email address that you have provided to us for that specific purpose. (The email address you provide for Notifications will not replace other email addresses you may have provided for Bill Pay, Alerts or other Online Banking communications.) You are responsible for keeping us advised of your current email address for Notifications of eCommunications.

To update your email address for eCommunication Notifications, log on to Online Banking and go to the Preferences/Delivery page.

Notifications are deemed given, received and effective upon being transmitted by us. We have no obligation to monitor whether your email address remains effective, or whether you are receiving or reviewing your Notifications. We have no obligation to send you paper versions of information from Notifications or eCommunications, or to take any other response, if we learn that you are not receiving or reviewing Notifications (*e.g.*, if your Notifications are returned to us undelivered) or not reviewing eCommunications. If you are not receiving Notifications, or are unable to review eCommunications, or are unsatisfied with any portion of a Service, you are solely responsible for either updating your email address for Notifications in the manner described above, or cancelling your Service in the manner described below. **Please be sure that any software filtering your incoming email is set to accept Notifications from the domain name "notifications@tcbwa.com".**

5. Obtaining Paper Copies

To obtain a paper copy of any specific eCommunication, contact Zions Bancorporation, N.A. DBA The Commerce Bank of Washington Customer Service by phone at 206-292-3900, or by sending a secure message through the Services/Messages page within Online Banking.

Paper copies of past periodic eStatements and eNotices are subject to the standard duplicate statement fee. There is presently no fee for obtaining paper copies of other kinds of eCommunications. (All fees are subject to change).

6. Cancelling your eStatement and eNotice Service

You may resume receiving statements, notices and other information by paper, simply by canceling the eStatement and eNotice Service. To cancel the Service, go to the Preferences/Delivery page of Online Banking and click on "Statement By Mail" or contact The Commerce Bank Client Service by phone at 206-292-3900 or by sending a secure message at the Services/Messages page in Online Banking. There is no fee for receiving eStatements or eNotices.

7. Persons Able to Access eCommunications; Security of Access Credentials

On behalf of yourself and all other owners of the enrolled Account, you acknowledge and accept that anyone with access credentials (*e.g.*, Login Id and Password) to log into your Account is able to read and copy the Account's eCommunications. You, any co-owners of the Account, and any persons you or they entrust with access credentials, are responsible for protecting the secrecy of those access credentials and safeguarding them against misuse by authorized or unauthorized persons. You must immediately contact Client Service at 206-292-3900 if you suspect any unauthorized access to a Service, other portions of Online Banking, or any Account.

8. Miscellaneous; Amendments; Related Banking Agreements; Disputes

We reserve the right to determine which Account information will be provided by eCommunication rather than by paper, and the right to provide any information by paper in addition to (or instead of) eCommunication despite enrollment in any Service. We may change those determinations, or suspend or terminate any Service or enrollment, at any time for any or no reason, with or without prior notice. (In addition, if an Account becomes delinquent, charged-off, blocked or frozen, it may no longer be accessible via Online Banking. eCommunications may no longer be available for that Account. If that Account is reinstated, you may need to reenroll it before its eCommunications will resume.)

This Agreement is an addendum that supplements, but does not replace, your Deposit Account Agreement and Disclosure, Online Banking service agreement and other agreements (such as Mobile Banking) that you may have entered into that are applicable to your Account, as the foregoing agreements may be amended from time to time (collectively, your "Banking Agreements"). For example, see your Banking Agreements for information about your obligation to promptly review statements and report errors or unauthorized activity in your Accounts; your rights and our duties when you report errors or unauthorized activity; limitations on our liabilities and your remedies applicable to products and services (including these Services) that we provide in connection with Online Banking and Accounts; and **terms governing the resolution of disputes, which include waivers of any right to trial by jury or to participate in class action, and may include requirements to submit to binding arbitration.** Copies of your Banking Agreements are available by contacting Client Service at 206-292-3900.

We may amend this Agreement (or change or establish fees) in the manner provided in the Banking Agreements. We may give you notice of an amendment to this Agreement, or to your Banking Agreements, by eCommunication or any other manner permitted by law.

BYACCEPTING THIS AGREEMENT DURING YOUR ONLINE ENROLLMENT FOR THIS SERVICE, YOU:

- **Affirm that you have read this Agreement;**
- **Agree to all the terms and conditions of this Agreement;**
- **Affirm that your computer satisfies the section above entitled "Hardware and Software Requirements"; and**
- **Affirm that you can access, and either save or print, this SAMPLE PDF DOCUMENT** [<https://www.tcboregon.com/downloads/TCBOR_Statement_Sample.pdf>](https://www.tcboregon.com/downloads/TCBOR_Statement_Sample.pdf) (see section above entitled "Viewing and Saving Copies of eCommunications; Adobe Reader").