

# ZIONS BANCORPORATION, N.A. DEPOSIT ACCOUNT AGREEMENT

Effective April 2024

## Summary of Upcoming Deposit Account Agreement Changes

To improve clarity and organization, updates are being made to the Deposit Account Agreement which sets forth the terms governing your accounts and any safe deposit box leases. These updates will be effective **April 7<sup>th</sup>, 2024**. Please read carefully and be especially aware of the following changes:

1. Revised **Dispute Resolution** section that includes:
  - Mandatory informal dispute resolution and binding arbitration provisions for consumer deposit accounts.
  - Jury Trial, class action and private attorney general litigation waivers.
2. Revisions to the **safe deposit box lease**, including:
  - The requirement that a box lessee maintain a deposit account.
  - A disclaimer of Bank liability for loss in shipping money found in drilling a box.
  - Notice that the Bank may deliver weapons, firearms, or prohibited items discovered in a drill of a box to law enforcement.
3. We have clarified the terms we use when disclosing **Insufficient Funds (NSF) Fees** and **Overdraft Fees**:
  - NSF Fees apply to charges on items that the bank returns due to the item being presented against insufficient funds. The bank does not charge NSF Fees.
  - Overdraft Fees apply to charges on items that the bank honors and pays into the overdraft against an insufficient Available Balance. See your Personal or Business Account Schedule of Fees for more information on Overdraft Fees (formerly referred to as NSF Fees on paid items).
  - Please note, we will not charge any Overdraft Fees unless your account is overdrawn by more than \$30 (more than \$100 for accounts at Commerce Bank of Washington) after all credit and debit transactions are posted to your account following the close of the business day.

The revised Agreement can be found under “Deposit Account Agreement” in the Bank’s online Agreement Center. The Agreement Center link is found in the bottom section of your affiliate bank’s website. If you are not able to access the link online, you may contact the Bank to request these documents.

**AmegyBank**<sup>®</sup>



THE  
COMMERCE  
BANK  
OF OREGON

THE  
COMMERCE  
BANK  
OF WASHINGTON



**ZIONS BANK**<sup>®</sup>

**NOTICE OF BINDING ARBITRATION PROVISIONS APPLICABLE TO CONSUMER DEPOSIT ACCOUNTS**

This Agreement contains provisions allowing Disputes concerning consumer deposit accounts to be resolved by binding individual Arbitration. These provisions include instructions for rejecting Arbitration as a method for resolving Disputes, specify the deadline for rejection, and require you to participate in an informal pre-litigation Dispute resolution process. **IF YOU ARE A CONSUMER ACCOUNTHOLDER, PLEASE CAREFULLY READ THE ENTIRE “DISPUTES BETWEEN CONSUMER DEPOSIT ACCOUNTHOLDERS AND THE BANK” SECTION BELOW, INCLUDING THE ARBITRATION PROVISIONS.**

Arbitration is an out-of-court method for resolving a Dispute. Instead of a judge or jury resolving the Dispute, a neutral professional decision-maker called an “arbitrator” will read written submissions and/or listen to oral testimony presented by each side and decide who prevails. Under this Agreement, most Disputes above the jurisdictional limit of small claims court are subject to binding Arbitration and (unless otherwise prohibited by law) **NO DISPUTE MAY BE RESOLVED BY TRIAL BEFORE A JURY, IN CLASS ACTION LITIGATION, IN PRIVATE ATTORNEY GENERAL LITIGATION, OR LITIGATION OTHERWISE BROUGHT IN THE PUBLIC INTEREST.**

## How to Contact Us:

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National Bank of Arizona  
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Phoenix, AZ, 85060-0440  
(800) 497-8168  
[nbarizona.com](http://nbarizona.com)

Nevada State Bank  
P.O. Box 990  
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The Commerce Bank of Oregon  
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The Commerce Bank of Washington  
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(800) 998-4035  
[tcbwa.com](http://tcbwa.com)

Vectra Bank Colorado  
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Denver, CO, 80217-5160  
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**TERMS AND CONDITIONS OF YOUR ACCOUNT**

1) **INTRODUCTION:** We are pleased you have chosen to bank with us, and we look forward to serving you. This document contains important information about your Account(s). We recommend that you keep it. However, we regularly update the contents in this document, and the current version is available on our Division websites, at our Branches, or you may request a copy by phone. This document incorporates the information or documents listed below, which may have been separately supplied:

- Digital Banking Service Agreement
- Dispute Resolution and Arbitration Agreement
- Personal or Business Accounts Schedule of Fees
- Privacy Notice

This document constitutes the terms and conditions that govern the deposit products and many of the banking services we make available to you (collectively, the “Agreement”). Please read it carefully. For information about our privacy policies, please refer to the Privacy Notice provided to you at Account opening and on our website. Zions Bancorporation, N.A. (“Zions”) is a member of the Federal Deposit Insurance Corporation (“FDIC”). Zions operates through multiple Divisions that use the trade names shown above. These trade names or Divisions of Zions are not separate FDIC-insured banks. The FDIC coverage extended to deposit clients is that of one insured bank. Not all services offered at one Division are necessarily available at another Division. Certain Transactions between Accounts at our different Divisions (including but not limited to Cut-Off times and settlement times) may be considered by us as Transactions between separate financial institutions. As a client of Zions your deposits are insured by the FDIC to at least \$250,000 per depositor, for each Account ownership category. To learn more, please visit the FDIC’s website: [fdic.gov/deposit](http://fdic.gov/deposit).

**A. WHAT COMMON TERMS SHOULD I BE AWARE OF?**

For purposes of this Agreement, unless otherwise stated, the following definitions shall apply.

Term	Definition
<b>Account(s)</b>	Deposit Accounts such as checking, savings, money market or other deposit Account(s) you have with us.
<b>Account Documents</b>	Documents, in addition to and including this Agreement, provided to you by us such as rate sheets, disclosures, amendments or other documents that govern your Account and related products and services.
<b>Account Owner</b>	Anyone who has the power to deal with an Account in his, her, their, or its own name.
<b>ACH (Automated Clearing House)</b>	ACH are automatic payments and funds transferred to or from your Account through an automated clearing house network (e.g., Direct Deposits of payroll, pension, or government benefits such as Social Security).
<b>Agent</b>	One whose power to withdraw from an Account comes from, or is on behalf of, the Account Owner. Authorized signers, designated corporate officers, trustees, attorneys-in-fact, and convenience signers are examples of Agents.
<b>ATM (Automated Teller Machine)</b>	A stand-alone electronic device that is dedicated solely to performing many banking services, which can include deposits, cash withdrawals, and balance inquiries.
<b>Applicable Law</b>	Applicable federal laws, other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules, and the laws of the “Applicable State.”
<b>Applicable State</b>	For Accounts opened at a Branch, the state in which the Branch is physically located. For Accounts opened by phone, internet, mail, or other nonphysical locations, the Applicable State is the state identified in the Zions Division name holding the Account (Utah for Zions Bank).
<b>Authorized Account</b>	The Account you have with us that you have designated as a source of payment for payment orders you issue to us.
<b>Authorization Hold</b>	When you conduct an Everyday Debit Card Transaction as a Signature-Based Transaction, the merchant requests that we authorize the Transaction. When we authorize a Transaction following the merchant’s request, we typically note the amount of funds relating to that request by creating an “Authorization Hold” in your Account. At the time we create the Authorization Hold, the Available Balance for your Account is reduced by that amount (even though settlement will occur later, and we will post the final Transaction to your Account). The amount of an Authorization Hold may be less than, the same as, or more than the final amount of the Signature-Based Transaction.

<b>Term</b>	<b>Definition</b>
<b>Available Balance</b>	The amount of funds available for withdrawal or use at a given moment. Please also see the explanation of Available Balance in "Understanding Your Account Balances" under the "Withdrawals From Your Account" section.
<b>Bank, (Zions, "we", "us", "our")</b>	Collectively means Zions Bancorporation, N.A, its subsidiaries, Divisions, and affiliates and all their respective successors, assigns, Agents, and/or authorized representatives including: Amegy Bank, California Bank & Trust, The Commerce Bank of Oregon, The Commerce Bank of Washington, National Bank of Arizona, Nevada State Bank, Vectra Bank Colorado, and Zions First National Bank (Zions Bank).
<b>Branch</b>	A Branch is any physical office separated from the main office of the Bank at which deposits are received, checks paid, or money lent.
<b>Biller</b>	Any person or Entity to which you wish to direct a bill payment or is the person or Entity from which you receive electronic bills.
<b>Business Day</b>	Every day <u>except</u> Saturdays, Sundays, and federal holidays.
<b>Business Organization</b>	A corporation, unincorporated association, limited liability company, partnership, business trust, or any other business, government, or non-profit organization.
<b>Calendar Day</b>	Every day, including Saturdays, Sundays, and federal holidays.
<b>Credit</b>	A Credit is the addition of money into your Account.
<b>Coverage Account</b>	The designated Account from which funds are Debited to pay Overdrafts from your designated primary Account.
<b>Current Balance</b>	The total amount of money recorded in your Account, including funds not yet available for you to use. This includes pending Transactions, Authorization Holds that are not yet posted or deposits that have not yet been made available. Please also see the explanation of Current Balance in "Understanding Your Account Balances" under the "Withdrawals From Your Account" section.
<b>Cut-Off Time</b>	The time of day at which the Bank stops Crediting deposits made that day and makes the deposits effective the next day.
<b>Debit</b>	A Debit is the withdrawal of money from your Account.
<b>Debit Card Transaction</b>	Any purchase or bill payment using your Debit Card that may be either an everyday (not recurring) purchase Transaction or a recurring payment, such as a monthly bill.
<b>Direct Deposit</b>	An automatic electronic deposit made through the ACH network to your Account by someone else, such as an employer issuing payroll or a government paying benefits.
<b>Division</b>	<ul style="list-style-type: none"> <li>• Amegy Bank;</li> <li>• California Bank &amp; Trust;</li> <li>• The Commerce Bank of Oregon;</li> <li>• The Commerce Bank of Washington;</li> <li>• National Bank of Arizona;</li> <li>• Nevada State Bank;</li> <li>• Vectra Bank Colorado (Vectra Bank); and</li> <li>• Zions First National Bank (Zions Bank).</li> </ul>
<b>Entity</b>	Corporations, limited liability companies, partnerships, estates, conservatorship, trusts and other non-natural person(s) and can only act through Agents. In such cases, it is the Entity that is the owner.
<b>External Transfers</b>	Monetary transfers between your Accounts held at Zions Bancorporation, N.A., and its' Divisions, and an external financial institution.
<b>Funds Transfers</b>	All Internal Transfers and External Transfers.

<b>Term</b>	<b>Definition</b>
<b>Internal Transfers</b>	Monetary transfers between your Accounts held at Zions Bank
<b>Item</b>	An Item is any draft or check whether presented in paper form or electronic form. It may include an ACH Debit or Credit, or any form of electronic presentment.
<b>Minimum Balance</b>	The minimum daily balance required to prevent the assessment of a monthly fee.
<b>Online Banking and Mobile Banking</b>	The online or digital platforms that allow you to perform the services. Requires enrollment in Digital Banking.
<b>Online Bill Pay</b>	Refers to the services we provide through our online bill payment service, as described in this Agreement.
<b>Overdraft</b>	An Overdraft occurs when (a) the Available Balance in your Account is not enough to pay a Debit Transaction, but we pay the Transaction anyway, and, (b) in the context of Overdraft Protection or Services, or where the text would otherwise justify this reading, an Overdraft is the amount by which any Transaction(s) would exceed the Available Balance in your Account either when it is authorized or presented for settlement during our processing. If your Account has a negative balance it is considered to be overdrawn. An Overdraft may cause you to incur an Overdraft Fee or other fee.
<b>Overdraft Protection Services</b>	Allows the Bank to transfer funds from a designated, eligible linked Account or credit reserve line (subject to credit approval) for a fee, when you do not have enough money in your checking Account to cover a Transaction.
<b>Personal Identification Number (PIN)</b>	A PIN is a secret code consisting of letters and/or numbers that is used to verify the identity of the individual trying to access a computer system, network, Debit Card Account, <i>etc.</i> often through an ATM or Debit Card. It is commonly assigned to bank customers for use at ATMs and merchant POS terminals. A PIN may also be referred to as a Password for Digital Banking, or for verification of identity when engaging with us by phone.
<b>Point-of-Sale (POS) Transaction</b>	A purchase Transaction conducted at any merchant or self-service Terminal where your ATM Card or Debit Card is accepted.
<b>Recurring Debit Card Transaction</b>	A Debit Card Transaction made on a regular basis, such as setting up your Debit Card to pay monthly bills. We are authorized to rely on the coding of the Transaction by the originating bank or merchant as a Recurring Debit Card Transaction for all purposes, including refusing or paying the charge and assessing the applicable fee if the Account has an insufficient Available Balance.
<b>Remotely Created Check</b>	A check or draft not created on the Account holder's normal check stock and not actually signed by the Account holder (sometimes called "tele-checks," "preauthorized drafts" or "demand drafts"). It is typically created by the payee party or its payment processor upon the authorization of the Account holder. Rather than an authorizing signature, the Remotely Created Check typically has in the normal signature space the printed name of the Account holder or a statement that the Account holder has authorized the check or that a signature is "on file." These checks are often created when an Account holder grants authority over the phone for a payment.
<b>Services</b>	All banking activities, related but not limited to, your ability to: (a) Transfer funds between certain Accounts; (b) Make bill payments through our Online Bill Pay service and schedule other payments to certain of your Accounts; (c) Obtain Account balance(s) and certain other Account information for your Zions Bank Accounts (including, without limitation, checking, savings or other Accounts, loan Accounts, credit card Accounts and investment Accounts); (d) Obtain Transaction information about certain of your Accounts; (e) Download certain Account Transactions to your computer or smartphone; (f) Update your address; (g) View online statements and tax forms; (h) View online check images; (i) Order statement copies; (j) Order check copies; and/or

Term	Definition
	(k) Re-order checks for checking Account(s) established at a banking Branch.
<b>Signature-Based Transaction</b>	A Debit Card Transaction that does not require you to enter your PIN at the time of a purchase from a merchant. A Debit Card Transaction could be processed as a "Signature-Based Transaction" even if you do not apply your signature at the time of the purchase, such as if you use the merchant's website for an online purchase.
<b>Transaction</b>	Any means or method by which funds are Credited to or Debited from your Account (e.g., check, substitute check, Remotely Created Check, draft, withdrawal order, ACH or electronic entry, Funds Transfer, electronic image, or an Item and/or information in electronic form describing an Item (collectively "electronic Item"), or instructions given in person or by telephone, mail, or computer for an amount to be added to or subtracted from your balance, whether or not we pay or settle the Transaction.

**B. WHAT OUR USE OF HEADINGS AND PHRASING IN THIS AGREEMENT MEANS.**

The headings used in this Agreement are for convenience only. They do not define or in any other way limit or expand your rights or our rights under its terms. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so the singular includes the plural, and the plural includes the singular.

**C. THE CONFIDENTIALITY OF YOUR INFORMATION.**

You agree that we may disclose your Account information for proper business reasons, and as permitted by law, to:

- Our affiliates, subsidiaries, contractors, Agents, attorneys, and auditors;
- Third parties or government authorities in response to any law, regulation, rule, or order, or if we have reason to believe you have violated any law;
- Other third parties:
  - Where it is necessary for completing transfers;
  - In order to verify the existence and condition of your Account for a third party, such as a Credit Bureau, or merchant;
  - In order to comply with government agency or court orders;
  - As disclosed in a separately provided privacy policy; or
  - If you give us your written permission.
- If you have a joint Account, to the joint owners on the Account, their heirs, and any third party authorized to act on behalf of the joint owner(s); or
- Credit bureaus regarding activities such as late or missed payments, or other defaults on your Account. These may be reflected in your credit report.

Further information related to the confidential treatment of your deposit information is provided in the Electronic Fund Transfers Disclosure Statement and Agreement and the Bank's Privacy Policy and Affiliate Marketing Notice provided to you when you opened your Account. You may download a copy of this notice at any time from our public websites or request a copy in person or by telephone.

**D. GOOD ACCOUNT MANAGEMENT**

We encourage you to keep careful records of your Account transactions and practice good Account management. You should be aware that the amount of funds that are included in the Available Balance may not include the full amount of recent deposits that are posted at the end of each day or any amounts that we have placed on hold (e.g., due to garnishments or Account disputes). You should always also be aware of all of the withdrawal transactions that you have initiated but that may not have been posted to your Account. For example, a check that you write may not post to your Account for many days. On Signature-Based Transactions, we will place an Authorization Hold on funds in your Account based on preliminary information that we receive electronically from the merchant, which reduces the amount of funds in the Available Balance. If we do not promptly receive the final Transaction information from the merchant, the hold may expire before the Transaction finally posts. In that event, the amount of funds in the Available Balance will appear to be higher than it actually is. Being aware of how much you spend, and by what method (check, Debit Card, etc.) will help you to avoid initiating withdrawal transactions that will cause you to incur Overdraft Fees. The best way to know how much money you have available (including all prior checks and authorizations) is to record and closely track all of your transactions.

**E. AGREEMENT FOR USE OF DEPOSIT ACCOUNTS.**

- I. **Scope of this Agreement** - This Agreement, any signature card, and any other documents or disclosures (including fee schedules) the Bank supplies you relating to your Account constitute the contract governing your Account. This Agreement does not lay out all the aspects of Applicable State and federal laws but establishes the basic rules governing your Account and your responsibilities, particularly in notifying the Bank of problems. Unless otherwise expressly agreed in writing, no fiduciary, quasi-fiduciary, or other special relationship exists between you and us.
- II. **Replacement of Prior Agreements** - This Agreement replaces your prior agreement, which may have had a different title such as "Deposit Agreement," "Deposit Agreement and Disclosure," "Deposit Account Agreement & Disclosure," "Depositor's Agreement," or "Our Rules and Regulations Governing Accounts." This Agreement's reference to the "Schedule of Fees" replaces references in your prior agreement such as "Pricing Schedule," "Service Charge Information," "Rate and Fees Schedule," "Fee Schedule," "Account Terms," or "Interest and Service Fees Schedule." It refers to the Personal or Consumer Accounts Schedule of Fees, or the Business Accounts Schedule of Fees that has been supplied to you. This Agreement also contains basic provisions governing Overdraft protection on your Account (if you qualify and accept). You should review and understand this Agreement. We will maintain a current copy of the Agreement on our website, but we recommend you retain your copy along with any updates or replacements.
- III. **Acknowledgment** - YOU ACCEPT THIS AGREEMENT BY (1) YOUR SIGNATURE ON THE SIGNATURE CARD; (2) YOUR CONTINUED USE OR MAINTENANCE OF YOUR ACCOUNT(S); OR (3) YOUR CONTINUED USE OR MAINTENANCE OF OVERDRAFT PROTECTION. UNLESS OTHERWISE INDICATED, YOUR USE OF YOUR ACCOUNT AFTER ANY CHANGES TO THIS AGREEMENT INDICATES YOU ACCEPT THE AGREEMENT IN EFFECT AT THE TIME. IF YOU DO NOT ACCEPT THE AGREEMENT, YOU MAY NOT USE ANY SERVICES.

- IV. Acceptance of Dispute and Arbitration Agreement** - THIS AGREEMENT CONTAINS A RESOLUTION OF DISPUTES AND ARBITRATION SECTION THAT ALTERS YOUR LEGAL RIGHTS. IT INCLUDES A JURY WAIVER AND A CLASS ACTION WAIVER. IT MAY, IN SOME CASES, REQUIRE ARBITRATION.
- V. Governing Law** -This Agreement, and your and our rights and obligations under this Agreement, shall be governed and interpreted in accordance with Applicable Law, and the laws of the Applicable State (except to the extent that this Agreement can and does modify such rules or laws or that such state laws are preempted by federal law) regardless of the state where you reside or use our services or conduct any Transaction and regardless of that state's rules for choice of law.
- VI. Contract Language** - English is the controlling language of the relationship between you and us. While we may translate our forms, disclosures, and advertisements into another language for your convenience; unless we otherwise agree in writing or we are specifically otherwise required by law, in the event of a conflict between our English language materials and our material in another language, the English language version shall control.
- VII. Severability and Survivability** - Except as otherwise provided in the dispute resolution section, should any portion of this Agreement for any reason be held to be void or unenforceable in law or in equity by any judicial or governmental determination, such invalidity or unenforceability shall not affect the validity and enforceability of such provision in another jurisdiction or any other provision in that or any other jurisdiction. To the extent any provision of this Agreement is found to be void or unenforceable it shall be severed. The Agreement shall be construed, insofar as is possible, as if such portion had never been contained herein. All other terms and provisions of this Agreement shall survive, including survival of closure of any Accounts. The Agreement shall continue in full force and effect to the fullest extent permitted by Applicable Law.
- VIII. Changes to the Agreement** - Any proposed changes to the provisions of this Agreement must be reviewed and approved by the Bank's operations department and legal department and approved by a manager of the Branch where the Account is located (or higher authorized officer of the Bank).  
Anyone with authority to control an Account shall also have the authority to execute new agreements for any banking-related Service (including, but not limited to, Digital Banking (online or mobile), ACH, wire, or treasury services) in connection with that Account.
- IX. Updates and Supplements to this Agreement** - This Agreement together with the Schedule of Fees may be supplemented with, but not replaced by, additional service agreements that you enter into with us (such as agreements for digital banking, eStatements, remote deposit, treasury services, etc.). Whenever possible, both this Agreement and the additional service agreement shall govern. In the event of a specific conflict in their respective terms, the service agreement shall govern over this Agreement for matters within the scope of that service agreement.  
If you require more than one signature to conduct a Transaction relating to an Account, you agree that we shall not be responsible for reviewing the number of signatures, and that we shall have no liability for any Transaction conducted with fewer than the required number of signatures. You agree that we have the right to change any term or condition of this Agreement and to add new ones, and that any such changes will be binding upon you, any additional owners, or authorized signers, and your and their heirs, successors, representatives, and beneficiaries, as the law allows. When required by law, we will give you written notice that an amendment to the Agreement is occurring. Written notice of the amendment may be in writing by mail, e-mail, or other method permitted by law or that you have agreed is acceptable. Notice of the amendment may be delivered with the Account statement you periodically receive. If space is sufficient, the notice may include the text or summary of the amendments. If there is insufficient space in the Account statement, the notice may also direct you to a website where the full amendment is available as incorporated in this Agreement (which may include accompanying disclosures or summaries of the amendment).  
These amendments may also include changes to the Schedule of Fees (or any fee schedules), interest rates, and other amendments to other agreements affecting your Account. The amendment or update will usually be made effective upon reasonable notice and will typically disclose the effective date.  
The Bank will keep the latest version of the Agreement available online (typically at the "Agreement Center" link at the bottom of the Bank's website). If you are not able to access these links online, you may obtain a printed version of the disclosed Amendment or the entire Agreement by contacting Customer Service at the appropriate location, or by visiting a Branch.  
The reasonableness of an amendment or update will vary and depend upon the change and surrounding circumstances. Some changes may be implemented quickly and prior to you receiving notice; for example, unauthorized or fraudulent use on the Account may cause us to freeze the Account. Continued use or maintenance of an Account, an Account-related service or a safe deposit box more than 14 days after the effective date of a change means that you agree to the change.
- X. Indemnity** - Except to the extent we fail to exercise ordinary care or to comply with this Agreement, you agree to indemnify and hold us harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney's fees and expenses) arising out of or in any way connected with our performance under this Agreement. This indemnification will survive termination of this Agreement. Circumstances beyond your control or ours may arise and make it impossible for us to provide Services for you to perform your duties under this Agreement. If this happens, neither we nor you will be in breach of this Agreement. If we waive a right with respect to your Account on one or more occasions, it does not mean we're obligated to waive the same right on any other occasion.

## 2) ACCOUNT INFORMATION

- A. OPENING YOUR ACCOUNT** - Process for Identifying You: IMPORTANT INFORMATION REGARDING PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering, all financial institutions are required by federal law to obtain, verify, and record information that identifies each person who opens an Account. Consequently, at Account opening we require: For Entities, documentation to establish good standing, ownership, and authorization for the individuals who will be authorized signers. For all accounts opened, a federal taxpayer identification number ("TIN"). For individuals this is your social security number ("SSN"). We verify this number by obtaining a properly completed IRS Form W-9, "Request for Taxpayer Identification Number and Certification." Failure to provide requested information may mean we are unable to open your Account.  
Federal law requires that we be aware of the type of business or Transactions anticipated to be conducted on your Account. We reserve the right to refuse to open an Account or close an existing Account in our sole discretion without being required to supply an explanation. We reserve this right to reject or close an Account even though we may have accepted an initial deposit or taken preliminary steps toward opening an Account.  
**Credit or Account History Verification:** We may verify your credit and employment history by reasonably available means, including credit reports, Account history, or status reports by a credit reporting or check reporting agency.
- B. Taxpayer Information** - When we open an Account for you, federal law requires us to obtain and verify your TIN. The TIN is either an SSN, an Individual Taxpayer Identification Number ("ITIN"), or an Employer Identification Number ("EIN"). For sole proprietorships, the TIN can be either

the SSN of the proprietor or the EIN of the business, but we are required to supply the IRS with both the name of the proprietor and the business or trade name. For the purpose of disputes: If an EIN is used and a business account is opened, you will be considered a business. If a personal account is opened and an SSN is used, you will be considered a consumer.

Federal law may require us to withhold and pay to the IRS some of the interest earned on your Accounts, which is known as backup withholding. This withholding may not be required if, when you open your Account, you certify your TIN and that you are not subject to backup withholding. The IRS may subsequently require us to begin withholding if the IRS finds the TIN you supplied is incorrect or that you underreported your interest income. If you do not have a TIN because you are a foreign person (either an individual who is a nonresident alien or a foreign organization), you must certify your foreign status. If you are an exempt payee (receiver of interest payments) for backup withholding purposes, you are required to certify your TIN with us. Examples of exempt payees include corporations or organizations exempt from tax under Section 501(a) of the Internal Revenue Code, or an individual retirement plan or custodial Account under Section 403(b)(7). If you do not have a TIN or are a foreign person and do not supply us with either the appropriate IRS Form W-9 or W-8 and other supporting documents, we may decline to open the Account (or close it if it has been opened).

- C. Tax Reporting** - In some circumstances, federal and state law and/or regulations require that we report information about your Account to the IRS and/or Applicable State taxing authority, such as certain interest payments we make to you. You agree that we may provide any such information to the IRS and/or state taxing authority in accordance with Applicable Law, regulation, or our interpretation thereof.
- D. Our Reliance on Your Information** - When you open an Account with us, you provide us information about yourself and confirm it is correct. You agree that we may rely on that information until you notify us of any change, and we have had a reasonable time to act on the new information.
- E. Your Duty to Read and Review** - By accepting this Agreement, you acknowledge that you have a duty to read and review documents and information we provide to you (e.g., periodic statements, receipts, disclosures, notices, and correspondence). Also, by accepting this Agreement you are deemed to understand it and to have read it.
- F. Digital Banking** - Internet or Digital Banking services (including mobile banking) require separate enrollment and are governed by both the general terms of this Agreement and the specific terms of the Digital Banking Service Agreements, including any addenda or amendments to the agreements. The Digital Banking service agreements, with addenda, are posted at our website for the Division holding your Account (see Division contact information above). Additional technologies for Digital Banking services may be made available for your use on condition that you agree to the terms of addenda applicable to those technologies. If you set up Digital Banking services, you are responsible for any features or services which you or your authorized users may activate or into which you or your authorized users may enroll any of your Accounts. You are responsible for monitoring the activities on your Account and of any user to whom you supply log-in credentials or other digital banking access credentials, including knowing what services or features have been activated, what access entitlements have been granted, which Accounts are enrolled or linked, and what payee or other payment templates (including online payments, bill pay, peer-to-peer payments, wires, ACH, or recurring payments) have been established.

**G. COMMUNICATION BETWEEN US**

- I. Telephone and Electronic Communication** - You agree to provide us only current and accurate contact information. You agree that we can contact you in any manner and for any purpose allowed by law. When discussing your Account with you on the telephone, the Bank can impose authentication requirements *at its discretion*, such as PASSWORDS or one-time PASSCODES, or require multi-factor authentication or verification by third party processes, and the Bank will not be liable for any service that is denied on the basis of your inability to pass such authentication procedure.

You agree and consent that we, Divisions, and/or any third party acting on our behalf may:

- Make telephone calls, leave messages about any of your Accounts, and/or send e-mail or text messages to you at any telephone number(s) or e-mail addresses you give to us or that we otherwise have for you or your Account, including wireless (cell phone) telephone numbers that could result in charges to you.
- Use any technology available to make telephone calls and/or send text messages to you, including but not limited to prerecorded/artificial voice messages and/or an automatic telephone dialing system.
- Monitor and record any telephone call or other communication between you and us and retain your communications at any time without further notice to anyone, unless the laws governing your Account require further notice.
- Additionally, if you use other services that include electronic communications from us you understand and agree that:
  - You are responsible if we incur an expense or loss because you gave us a phone number, e-mail address, or other delivery location that is not yours.
  - You should not transmit to us personal or confidential information that is not encrypted via email or text. If you do, we will not be responsible for losses or damages arising from any disclosure of Account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in your e-mail or text messages to us.
  - Telephone calls, e-mail and other text messages may be delayed because of your Internet Service Provider(s), phone carriers, or other parties.
  - Certain services that include telephone, e-mail or text messaging may only be available to a customer with eligible Accounts and/or mobile devices.
  - Telephone calls, e-mail and text messaging are provided for your convenience and do not replace your monthly Account statement(s), which are the official record of your Accounts.

- II. Changes to Your Address, Telephone, E-mail, or Name** - Notices that we mail to you will generally be sent to the last address we have on record for you. This will constitute effective delivery of such notice, even if the address is no longer yours or the notice is otherwise not deliverable to you. Delivery of notice is also effective if we send it to an address that we have on record for a co-owner or authorized signer on the Account, or an alternative address you have supplied to us. If we have received returned mail indicating that the address we have on record for your Account is no longer valid, we may suspend the mailing of any statements or other notices until you supply us with a valid address; our holding statements and mail for you under these circumstances constitutes effective delivery on our part. We may also update your address in our records without a request from you if we receive an address change notice from the U.S. Postal Service or if we receive updated address information from our mail services vendor.

- a. Electronic Notices** - Except as may be prohibited by law, you agree that any notice that we give to you may be given electronically, even if notice is required to be in "writing" pursuant to Applicable Law, this Agreement, or other contract in connection with your Account or Account-related services. Electronic notice includes, but is not limited to, e-mail (including attachments) to any e-mail address you have provided to us in connection with your current or future banking relationships with us.

- b. **Electronic, Scanned, and Facsimile Signatures** – Subject to Applicable Law, we may, but are not obligated to, accept any electronic, scanned, or facsimile signature, communication, or agreement from you. If we accept such signature, communication, or agreement, it shall have the same force and effect as if you executed and delivered it in paper writing. This provision shall apply to your Account and any services or agreements related to the use of your Accounts (i.e., online banking services).

### III. **Notice of Negative Information**

Federal law requires us to provide a Notice of Negative Information to you prior to the furnishing of any information concerning your delinquencies, late payments, Overdrafts, or any form of default. If the Account is jointly held, we may also report information to Credit Bureaus about any joint owner(s). "Negative information" may be reported to a Credit Bureau including late payments, missed payments, or other defaults on your Account which may be reflected in your credit report.

If you believe that the information that the Bank is furnishing to a credit bureau is inaccurate or incomplete, and you wish to dispute the reported information, you may dispute directly to the Bank and/or to the Credit Bureau, as applicable, at: ChexSystems by visiting their web site at [www.consumerdebit.com](http://www.consumerdebit.com), by telephone using their voice messaging system at 800-428-9623, by mail at ChexSystems, Attn: Consumer Relations, 7805 Hudson Road, Suite 100, Woodbury, MN 55125; or by fax at 602-659-2197. You may also request a copy of your consumer report by visiting [www.earlywarning.com/consumer](http://www.earlywarning.com/consumer). The dispute must be in writing and sent by mail or fax as follows: Your correspondence should include the following information:

- Your name, address, and Social Security Number;
- Your Account number;
- The information being reported that you believe is inaccurate or incomplete;
- Any supporting documentation, such as Account statements, letters, etc.; and
- A copy of the Credit Bureau report, if available.

## 3) **YOUR OWNERSHIP OF ACCOUNTS AND THE DIFFERENT ACCOUNT TYPES**

### A. **OWNERSHIP OF ACCOUNTS**

Account ownership is determined by the most current signature card for your Account and the owner(s) designated thereon. If we no longer use a signature card, the signature card is lost or unavailable or ownership cannot be determined from the signature card, we will use other evidence available in our records, as we determine, to identify ownership.

**IN GENERAL, THE ADDITION OF AN AUTHORIZED SIGNER ON ACCOUNTS OF NATURAL PERSONS MAKES THAT NEW AUTHORIZED SIGNER A CO-OWNER OF THE ACCOUNT UNLESS OTHERWISE INDICATED ON THE SIGNATURE CARD.**

### B. **DIFFERENT ACCOUNT TYPES**

- I. Personal Nickname** - You must establish your Account using your legal name. We reserve the right to set the criteria, for our purposes, of verifying your legal name. We have the discretion, but no obligation, to allow you to use a nickname for Account titles, checks, Debit Cards, or other associated products.
- II. Individual Accounts** - An individual Account is one that is owned solely by one individual. In the Bank's discretion, we may accept an individual as an additional signatory on the Account and consider this individual as an Agent for you and not as an owner of the Account.
- III. Joint Accounts** - A joint (or multiple party) Account is one in which the names of two or more persons are listed as the owners. When you open one of these Accounts we may allow any joint owner to:
  - Make a deposit to your Account;
  - Pledge your entire Account or any portion of it to secure any of the obligations of any joint owner;
  - Withdraw from or conduct business on your Account.
  - Transfer ownership of your Account.
  - Authorize someone else to conduct business on your Account; and
  - Close your Account.

If we believe there is a dispute between joint owners or if we receive inconsistent instructions from joint owners, we may suspend or close the Account, require a court order to act, and/or require that all joint owners agree in writing to any Transactions concerning the Account. If one or more of the joint owners becomes a ward of a guardianship, conservatorship, or similar proceeding, we may require all remaining joint owners and the guardian/conservator to divide the money in the Account and open a separate Account for the ward.

Each owner is responsible for all Transactions on the Account, no matter who completes the Transaction. Each of you is responsible for any Overdrafts in the Account, even if you did not create the Overdraft yourself or benefit from the Overdraft. Any money deposited in a joint Account by any joint owner is subject to being garnished or taken by the creditors of any joint owner and is subject to our right of set-off, regardless of who received the money, or how it was received, prior to being deposited to your Account.

Any owner of a joint Account or party of a multiple party Account may bind the Account to agreements, services, or arrangements with us affecting the Account, such as (but not limited to) a wire Transaction agreement, digital banking, sweeps, Overdraft protection, related products, etc.

- IV. Joint Account with rights of survivorship** - If a joint Account has rights of survivorship, and one joint owner dies, the Account ownership will be transferred to the surviving joint owners. The estate of the deceased owner will have no rights to the Account. If there is more than one surviving joint owner, the Account will continue as a joint Account with rights of survivorship among the remaining owners.
- V. Joint Account with no right of survivorship (also called "tenants in common")** - If a joint Account does not have rights of survivorship, and one joint owner dies, that owner's interest passes to the owner's estate. Either the surviving joint owners or the deceased owner's estate may withdraw the funds at any time, and we have no responsibility for determining the respective interests of the owners. If an Account is designated "tenants in common" or "joint tenants in common," it does not have rights of survivorship. (Not all Divisions offer these accounts.)
- VI. When survivorship rights apply** - Except as otherwise stated in this paragraph, a joint Account has rights of survivorship unless you clearly indicate on the signature card and in the Account title that the Account is created without these rights. If a joint Account also contains a "payable on death" or "in trust for" designation, the Account always includes a right of survivorship and is payable to the beneficiary only upon the death of the last surviving owner, except as stated in the paragraph below.

### VII. **Accounts For Minors**

- a. **Joint Minors' Accounts** - In our discretion, we may choose to permit a minor to open a Savings Account, or in rare instances, a Checking Account including a minor as a co-owner, if we obtain a satisfactory indemnification for the Account from the parent or legal guardian of the minor. In consideration of our opening such Account, the minor's parent or legal guardian agrees to indemnify and hold us harmless from and against all liability in connection with the Account, and both the minor and parent/legal guardian agree to waive any defense based on a minor's lack of capacity to contract.
- An Account opened in the name of a minor jointly with an adult is treated as a joint Account except that the adult is responsible for all Transactions and other activity on the Account. Any Transaction or activity conducted by the minor after becoming an adult is an acceptance of all Transactions and activity conducted during the time before the minor became an adult.
- b. **Uniform Transfers to Minors Act (Custodian) Account** - This is an Account opened under the Uniform Transfers to Minors Act ("UTMA"), which is a law adopted with variations by most states. It allows the opening of an Account by a custodian who controls the funds for the benefit of a minor child until that child reaches the age of majority or as otherwise provided under the applicable state's UTMA. At that point the (former) child has unrestricted use of the funds. The custodian is obligated to control and access the funds in the Account only for the benefit of the child; however, we have no duty to monitor the custodian's use or distribution of the funds. For this type of Account, we use the child's SSN/TIN. The UTMA is applicable in the state where the Account is opened. Your rights and duties are governed by the act or, if we transfer your Account to another location, the UTMA in the state where we currently maintain your Account may apply. It is your responsibility as custodian to consult your own legal or tax advisor about the governing state law.
- VIII. **Fiduciary Accounts** - Persons serving as a fiduciary (such as a trustee, or a personal representative or administrator of an estate, or a court-appointed conservator) may open Accounts in their fiduciary capacities. You must provide written documentation establishing the fiduciary appointment. By opening a fiduciary Account, you agree that we do not assume any fiduciary responsibilities and will not monitor the Account for compliance with the underlying fiduciary arrangement (unless we otherwise specifically assume such duty in writing signed by an authorized Bank official).
- IX. **Payable on Death Beneficiary Designations** - A Payable on Death Beneficiary Designation (also referred to as "In Trust For" Account or "Totten Trust") is an Account in which one or more Account owners who are natural persons may designate one or more beneficiaries to receive the Account's funds upon the death of the Account Owner or last surviving joint owner. During their lifetime, the Account Owners may close the Account, remove or add a beneficiary, change the Account type or Account ownership and withdraw all or part of the balance of the Account. If more than one beneficiary is named in our records, they will share equally in the Account proceeds. You are solely responsible for meeting any state law requirements for creating a Payable on Death Account.
- X. **Business Organization Accounts, Proprietorship Accounts, or Association Accounts** - Except as otherwise provided in this Agreement or by Applicable Law, all sections of this Agreement apply to consumer and business Accounts alike. However, the following section only applies to Accounts used primarily for business purposes.
- You represent and warrant that any Account opened for or in the name of a Business Organization (including but not limited to a corporation, limited liability company, or partnership, proprietorship, or association) is not established, maintained, or used for personal, family, or household purposes, and shall not otherwise be characterized for any reason as a "consumer" Account. You agree not to use it for personal purposes. Subject to any contrary requirement by law, interest will be paid only on collected funds.
- If our records list a Business Organization as the owner of an Account, the Account is payable to the Business Organization and not to any individual director, shareholder, member, or partner. We may rely on the accuracy and completeness of all resolutions, signature cards, and other documents you deliver to us in connection with the Account. If they state that a person is authorized to sign checks or otherwise initiate Transactions on your Account, that person is called a signer.
- If the Account Owner is a sole proprietorship, that means that one person owns the business as his or her own property, instead of through a Business Organization. A sole proprietor may also designate signers by appropriate documents. We may in some states allow a married couple to open an Account as a sole proprietorship.
- If you change your form of ownership or authorized signers, you must notify us when the change occurs. A signer is authorized to endorse checks payable to the business. Endorsements "for deposit only" may be written or stamped. A signer is also authorized to sign checks drawn on your Account. We are authorized to pay checks without asking how the checks were issued or how the proceeds will be used, even if the check is payable to the person who signed the check. A signer is authorized to instruct us to close Accounts or do anything else involving any Account, and to sign any agreements or documents relating to Accounts or other business. We may, although we are not required to, cash checks payable to or accept "less cash" deposits from a Business Organization.
- If you open an attorney trust Account, including an IOLTA or similar Account, you authorize us to notify the appropriate state agency if the Account is overdrawn or checks are dishonored, if the Applicable State requires notice of those events.
- XI. **Fictitious Business Name Accounts** - "Fictitious business name" means, in the case of an individual, a name that does not include the surname (last name) of the individual or that suggests the existence of additional owners (e.g., "& Company"). In the case of a partnership, other than a limited partnership, a name that does not include the surname of each general partner or a name that suggests the existence of additional owners is a fictitious business name. In the case of a corporation, any name other than the corporate name stated in its articles of incorporation is a fictitious business name. In the case of a limited partnership or a limited liability company, any name other than the name of the limited partnership or limited liability company on file with the appropriate government agency is a fictitious business name. If you hold an Account under a fictitious name, each of you represents that one or more of you have the right to use that name and have fulfilled all the legal requirements for using the name and doing business under that name.
- XII. **Saving Accounts and Interest-Bearing Accounts**
- TRUTH-IN-SAVINGS DISCLOSURE** - Please refer to the separate Schedule of Fees for a detailed listing of our Accounts, Minimum Balance requirements, and service fees. Current interest rates and annual percentage yields may be obtained by calling Customer Service at the telephone number for your Division listed above.
- Interest Checking Accounts, Money Market Accounts, and Savings Accounts**
- **Rate and frequency and determination of rate changes:** We may change your interest rate and annual percentage yield at any time at our discretion.
  - **Compounding and Crediting frequency:** The compounding and Crediting frequency for your Account will be disclosed at Account opening or upon request.
  - **Effect of closing an Account:** If you close your Account before interest is Credited, you will not receive the accrued interest (except for Accounts at The Commerce Bank of Oregon and The Commerce Bank of Washington).
  - **Computation method:** The computation method used to determine the Account balance for calculating the interest on your Account will be disclosed at Account opening or upon request.

- **Accrual of interest on noncash deposits:** Interest begins to accrue not later than the Business Day we receive Credit for the deposit of noncash Items, such as checks.
- **Transaction limitations:** Transfers and/or withdrawals from a Savings or Money Market Account to another Account or to third parties may be limited based on your Account type. In addition, there may be fees for withdrawals that exceed the specified limit. Please refer to the Account Disclosure for information on Savings or Money Market account withdrawal limitations and any applicable Excessive Transaction Fees. Also see section on "Restrictions on Number/Frequency of Transfers."

**Time Deposits (Certificates of Deposit) Accounts**

- **Rate information:** If you purchased a non-renewing CD, the accrued interest will be paid once – at maturity, and the CD will accrue no more interest. If you purchased an automatically renewing CD, the CD will renew at the Bank's interest rate prevailing at the time of maturity.
- **Compounding and Crediting frequency:** Interest compounding and payment frequency will be disclosed at Account opening or upon request.
- **Daily balance computation method:** We use the daily balance method to calculate the interest on your Account. This method applies a daily periodic rate to the principal in the Account each day.
- **Accrual of interest on noncash deposits:** Interest begins to accrue on the Business Day you deposit noncash Items such as checks. For customers at The Commerce Bank of Oregon or The Commerce Bank of Washington, interest begins to accrue when we receive Credit for noncash Items.
- **Transaction limitations:** Withdrawal and deposit limitations will be disclosed at Account opening or upon request.
- **Early withdrawal penalties:** A penalty may be imposed for withdrawals before maturity. Specific penalty information will be disclosed at Account opening or upon request. We may impose early withdrawal penalties even if you don't initiate the withdrawal (e.g., in a garnishment). We may close your Account and impose a penalty on the entire Account balance in the event of a partial early withdrawal. (See the separate Schedule of Fees for additional information.)
- **Withdrawal of interest prior to maturity:** The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.
- **Automatically renewable Time Accounts:** Renewable time deposits will automatically renew at maturity. For you to prevent automatic renewal, you must either at maturity (or within any grace period) withdraw the funds or deliver to us written notice within any grace period. We can prevent renewal if we mail (or otherwise deliver as you have agreed) notice to you at least 30 Calendar Days before maturity. If automatic renewal is avoided, interest will cease to accrue after final maturity, and the applicable interest rate will be our prevailing savings Account rate at that time. After maturity, you have a grace period to withdraw the funds without a penalty, which period will be disclosed at Account opening or upon request.
- **Non-automatically renewable Time Accounts:** Nonrenewable time deposits will not automatically renew at maturity. If you do not renew the Account, interest will not accrue after maturity.

**C. ACCOUNT OWNERSHIP CHANGE** - Unless state law provides otherwise, we must consent to any change in Account ownership and incorporate that change within our records before the change is effective between us. (For example, contribution of your Account to your trust shall not be binding on the Bank unless you have also transferred the ownership on our records as reflected in our periodic statements for the Account.) Your Account cannot be transferred or assigned without our consent. We must approve any pledge of your Account (for example, transferring your Account to a lender to secure a loan) and any pledge remains subject to any rights we have under the terms of the Account Documents and Applicable Law. We may also require the Account to be closed and a new Account to be opened in the name of the transferee or pledge.

**I. Removal of Authorized Signers or Multiple Co-Owners** - You will need to contact the Division where your Account is held to remove any authorized signer on an Account. Removal of an authorized signer from an Account does not remove your responsibility for any outstanding Items issued or approved by the authorized signer prior to their removal. You will need to place stop-payment orders to ensure that such Items are not paid. To stop our payment of future digital payments or withdrawals authorized by the removed authorized signer, you will need to contact customer service or your local Branch. If you wish to remove the signer from any payment systems associated with the Account (such as digital banking, ACH Credits, or wires by telephone), you must specifically request that additional removal; it will take us at least two Business Days to update those other systems. You will need to change your digital banking access credentials if you have reason to believe that the removed signer had knowledge of those credentials.

**II. Death or Incapacity of Account Owners or Signers** - In case of death or incapacity of an authorized signer or owner of the Account, we must be notified promptly. We will continue to honor checks, Debit Card Transactions, ACH withdrawals or payments, and other similar Items on the Account authorized by the authorized signer or owner until we have had an opportunity to act on the notification.

**D. POWER OF ATTORNEY AND AGENTS** - In our sole discretion, we may choose to accept a power of attorney or similar document appointing an attorney-in-fact or other Agent on an Account ("POA"), provided that the document is in a form satisfactory to us. We may refuse to honor any such appointment, unless prohibited by Applicable Law. If you (the Principal) appoint an Agent on an Account, you authorize us to honor all transactions conducted by the Agent as if the Agent were you.

YOU ASSUME ALL OF THE RISK OF LOSS FOR ANY ACTIONS OF THE AGENT ON YOUR ACCOUNT.

We also will not honor any general POA that does not specifically include express provisions where state law requires an express description of delegated power. If we decide to honor a POA, we can later decide not to honor it any longer. Any Agent appointed by you is subject to this Agreement.

Unless it is a durable POA, a POA is no longer valid if the Principal is incapacitated. You agree that we may continue to honor any POA until we have received written notice (or otherwise have actual knowledge) that the POA is no longer valid, and we have had adequate time to act thereon. Otherwise, a power of attorney is no longer valid once the principal dies. You agree to indemnify, defend, and hold the Bank harmless for following the directions of your attorney-in-fact. Except as may be required by Applicable State or federal law, we may refuse to comply with a POA without cause or prior notice.

We are not required to respond to a POA for matters where we would not otherwise be obligated to respond to or deal with the Principal. State laws vary as to requirements or interpretation of a POA and our duty, if any, to honor one. Generally, we recognize only a POA given by a natural person in his or her personal capacity.

You will need to discuss with a representative at a Branch if an attorney-in-fact will be allowed as a non-titled authorized signer on an Account or will be honored only on a per Transaction basis. We may request an attorney-in-fact to sign a certification as to the continuing validity of the POA. We may also ask for additional documents, particularly where provided for in-state law. We have no duty and do not agree to monitor the actions of an attorney-in-fact for proper use of access to the Account or otherwise.

**4) ACCOUNT STATEMENTS AND OTHER COMMUNICATIONS**

**A. STATEMENTS** - Account statements are extremely important for your management and awareness of the status of your Account and in your review of any erroneous Transactions conducted on your Account. You have a duty to promptly review your Account statement(s) upon receipt. We may also provide important notices to you with your Account statement, including revisions and modifications to this Agreement, the Schedule of Fees (or any fee schedules), or other agreements you have with us affecting your Account. Please contact us if you believe you are not receiving a statement.

If you request an additional copy of your statement, it will include: (1) Transactions, (2) Balances, and (3) Legal disclosures, but it may not include advertising or other communications such as inserts or original text. You will receive a monthly Account statement from us for your checking Accounts. You will receive a monthly Account statement from us for your savings Accounts unless there are no transfers in a particular month. In any case, you will receive a statement at least quarterly.

**B. YOUR DUTY TO NOTIFY US OF UNAUTHORIZED TRANSACTIONS AND ERRORS** - You agree that failure to report unauthorized signatures, alterations, forgeries, or other unauthorized Items, Transactions, or Debits, or other errors in your Account with reasonable promptness and, at the latest, within 30 days of when we first send or make the statement available to you prevents you from claiming any reimbursement of the unauthorized Item or correction of the error from us (unless it is an unauthorized electronic transfer from a consumer Account, in which case the Transaction must be reported no later than 60 days). Failure to report as required will also prevent you from claiming any reimbursement of an unauthorized Item, Transaction or Debit later submitted or created by the same repeat wrongdoer.

You also have a duty to report errors other than those listed in the preceding paragraph ("Other Errors"). The reasonable promptness of your review will depend on the circumstances but will not under any circumstances exceed 60 days from when we send you the statement or otherwise make the statement available to you. If you fail to review your statement and report Other Errors within 60 days, we may be unable to reverse or correct them.

There are special rules for unauthorized ACH Debits from Business Accounts. You must notify us of an unauthorized or erroneous ACH Debit Transaction before 5:00 p.m. Mountain Time on the Business Day after the posting of the Transaction to your Account. If you fail to notify us of the unauthorized or erroneous ACH Debit Transaction within this time frame, we shall have no liability to you for the Transaction.

**5) USING YOUR DEPOSIT ACCOUNTS**

**A. ADDING MONEY TO YOUR ACCOUNT** - Processing Deposits - When you make a non-cash deposit to your Account, we give you Credit for that deposit, but that Credit is provisional (temporary). If the deposit needs to be collected from another financial institution, we must be paid before the Credit becomes final. Under certain circumstances, a deposit may be reversed even after it was determined to be final. All deposit receipts are issued subject to our count and verification of the Items deposited. You should retain your copy of deposit receipts and other documents associated with your deposit(s). Should you claim that a deposit was incorrectly Credited, we may request a copy of your receipt or other documents associated with your deposit.

At our discretion, we may decline to deposit any Item presented for deposit. We may accept without inquiry deposits to your Account made by persons other than you. We have the right to require that any Item you present for cashing be instead processed by first depositing, then withdrawing the funds. If we do permit an Item to be cashed rather than deposited, we can withhold the cash proceeds up to the full amount of the check, as needed, to pay off or reduce any negative balances in the Account. We are not responsible for any attempted deposits of cash by mail. We may require you to supply an endorsement guarantee from the financial institution of any co-payee on any Item presented for deposit. Deposit of foreign currency Items, if accepted, will be subject to the exchange rate effective in U.S. dollars at the time of final settlement or collection. Unless we provide otherwise, we accept foreign currency Items only on a collection basis and do not provide provisional Credit.

Deposits received after our daily Cut-Off time or after a daily closure before reopening will be treated as having been received the next Business Day. We reserve the right to handle any Item you want to deposit on a collection basis rather than a deposit (in which case we will not extend provisional Credit). Any deposit or transfer credited to any Account with us that is owned or controlled by you, or applied to any of your indebtedness to us, even if intended by you to be Credited or applied to a different Account or debt, shall be deemed to have been received by you and Credited to your benefit.

Adjustments: You agree and hereby authorize that we may make adjusting entries (including Debits) to your Account to reverse or correct (1) any previous entry that was in whole or in part executed without authority or in error by us, the payor, or any third party, or (2) any discrepancies between actual amounts tendered for deposit and totals or itemizations on deposit slips or other summaries.

**B. ENDORSEMENTS** - Most checks are marked with a 1½ inch space on the back for your endorsement; if not, use only the 1½ inch space on the back of your check along the side of the check that is the left edge of the front or face of the check. Your endorsement, including any added information, should be enclosed within this space, and your signature should be in blue or black ink.

The remaining space on the back of the check is necessary for any additional endorsements and other information from the financial institutions depositing and paying the Item. You agree that any delay caused by an endorsement impeding this information is your own responsibility and that you will indemnify and hold us harmless for any resulting claims or damages.

**C. RETURNED CHECKS OR INELIGIBLE DIRECT DEPOSITS** - The funds you deposit to your Account are subject to normal collection processes even after we make the funds available to you for withdrawal (i.e., the check has cleared). If we do not collect the funds, or we need to return the funds, your deposit will be reversed and become your responsibility. Returned items are charged back to your Account and a Return Item Advice notice is mailed to the primary Account address on file.

There will be one fee posted for the sum of all Returned Deposited Item or Cashed Check fees returned within a single Transaction as well as applicable Overdraft Fees if sufficient funds are not in your Account leaving you with a negative overnight balance. The following table illustrates the application of this methodology, assuming an Overdraft Fee of \$29. For more information about the Overdraft Fee, please see the section on the Overdraft Fee.

<b>Monday</b>	Your Account balance with us is \$35 and you deposit a \$55 check you received from another person raising your balance to \$90.
<b>Tuesday</b>	There is no activity on Tuesday.
<b>Wednesday</b>	<ul style="list-style-type: none"> <li>The check you deposited on Monday is returned to us from the other person's bank because there wasn't enough money in the Account to pay the check.</li> <li>We Debit your Account \$55 (the amount of the check you deposited on Monday).</li> </ul>

	<ul style="list-style-type: none"> <li>○ We charge a \$10 Return Deposit Fee for the Item.</li> <li>• Your balance is now \$25.</li> </ul>
<b>Thursday</b>	<ul style="list-style-type: none"> <li>• A check you previously wrote for \$60 is presented to us for payment. We pay the check even though you didn't have enough money in your Account to cover it.</li> <li>• Your end-of-day Balance is now negative \$35.</li> </ul>
<b>Friday</b>	<ul style="list-style-type: none"> <li>• We assess you a \$29 Overdraft Fee.</li> <li>• Your Balance is now negative \$64.</li> </ul>

- D. SETOFF AND SECURITY INTEREST** - You hereby grant us contractual rights of set-off in addition to any common law rights of set-off. You also agree that we may, without notice, set off your Accounts against any debt (whether or not matured, due, payable, in default, or accelerated) or obligation that you owe us, now or in the future, by any of you having the right of withdrawal. For debt pursuant to a promissory note, "any due and payable debt" includes the total amount due under the note at the time we set off, including any accelerated amounts. This right of setoff does not apply where the law prohibits, such as against an Individual Retirement Account (or similar tax-deferred Account), or consumer Credit Transaction debt under a credit card plan, or, in the case of Armegy Bank and any other prohibiting jurisdiction, the debt is created by a home equity loan. Our exercise of the right of set-off may cause your Account to have insufficient funds to pay items presented on it, and you agree that we are not liable for any inability to pay these items, and you hold us harmless against any claimed liability arising from the exercise of the set-off. You also hereby grant us a contractual security interest under Article 9 of the Applicable State's Uniform Commercial Code in each Account with us that you own to secure any debt that you owe, or may owe, to us now or in the future. The Bank shall also have the right to place an administrative hold on such funds pending set-off or realization thereon under Article 9. The Bank may apply all funds in a joint ownership Account to satisfy a debt owed to the Bank by any one or more of the joint owners. In addition, the Bank may, after the death of any Account owner, setoff against a joint Account or an Account with Payment-on-Death beneficiaries the debts and obligations of the deceased Account owner, up to the full amount in the Account at the time of the Account owner's death. If the Bank must use principal to satisfy the debt and the Account is a time deposit, you are subject to the applicable early withdrawal penalty.
- E. NIGHT DEPOSIT, DAYTIME DROPS, AND LARGE CASH DEPOSITS** - You assume all risk arising out of or in connection with your use of the Bank's night depository facilities. You agree that our night deposit facilities are made available as a convenience, and that the Bank does not insure and is not required to maintain insurance on them, contents therein, or property that you place into them. (The Commerce Bank of Oregon and The Commerce Bank of Washington do not offer or accept night deposits.) We can at any time, in our discretion and without prior notice, withdraw your permission to use our night depository facilities. If we determine in our discretion that you use our night depository facilities on more than an occasional basis, we may require you to sign a separate night depository agreement with supplementary terms, charge a fee for the service, as a condition to permitting your further use. You must never place any property into our night depository facility other than (1) cash, checks, drafts, and similar items that you intend to be deposited to your Account with us (collectively "Instruments for Deposit"), and (2) property reasonably necessary to facilitate that deposit, such as deposit pouches and deposit slips. All Instruments for deposit must be accompanied by a properly completed deposit slip and (except for cash) must be duly endorsed for deposit to your Account. We may refuse to accept for deposit any or all Instruments for Deposit that are not accompanied by an itemized deposit slip. You agree that no "deposit" or bailment occurs, and no relationship of debtor (us) and creditor (you) arises, from your use of our night depository facility until an employee of the Bank actually removes your Instruments for deposit from the night depository facility and deposits them to your Account during our business hours. If an amount listed on your itemized deposit slip does not agree with the deposit amount calculated by the Bank, our findings and records of the property received and deposited will be conclusive and binding. You agree to not leave items for deposit inside a Branch location (a daytime drop) without obtaining a receipt from Bank. If you do so anyway, our determination of the contents of a daytime drop will be conclusive and binding (regardless of any conflicting itemized deposit slip). You agree to indemnify and hold Bank harmless from all liabilities whatsoever, which the Bank at any time sustains through your use of our night depository facilities or a daytime drop by you or your employees or Agents, except to the extent that any losses can be attributed to Bank's own gross negligence or willful misconduct. Under no circumstances shall Bank be liable or responsible for any property other than Instruments for Deposit that you place into our night depository facilities.
- F. DEPOSITING REMOTELY CREATED CHECKS** - You agree not to deposit any Remotely Created Checks without our separate express written consent. Even if we consent, you may be required to follow procedures established by us and to maintain a reserve Account pledged to us in an amount we reasonably believe may be needed to cover future chargebacks, returned items, and/or claims that such items were unauthorized. Our consent, if any, may be withdrawn at any time in our sole discretion. Any receipt and processing of any Remotely Created Checks by us without such written consent shall be a breach of this Agreement, shall not act to waive your ongoing promise to not deposit such items in the future, and may result in Account closure. You agree to indemnify us for any loss, expense, fine, penalty, or damage that we may incur in connection with any Remotely Created Check deposited by you. For each Remotely Created Check you give us for deposit or collection (with or without our prior permission), you warrant and agree as follows:
- You have express authorization from an owner or authorized signer, reflecting the authorized amount, date, payee, and Account for such Remotely Created Check, and you have documentation of that express authorization (which may include appropriately authenticated voice recordings or electronic instruction).
  - You will preserve that documentation of authorization for a minimum of two years, and you will produce and deliver it to us at our request; and
  - If the check is returned unpaid, or the payment or check is revoked or disputed, notwithstanding the date of return, revocation, or dispute, and regardless of whether such return, revocation, or dispute was rightful, you owe us the check amount. We may take the amount you owe us from any of your Accounts with us or any reserve Account established for Remotely Created Checks, and you are liable for any deficiency.
- G. REQUIREMENTS AND WARRANTIES WITH TRUNCATED OR SUBSTITUTE CHECKS AND OTHER CHECK IMAGES** - On all truncated checks, substitute checks, or electronic images created by you of original checks, you warrant to us that nobody will present or make payment requests to us or anyone else on the original or any substitute or duplicate images if the payment obligation on the original check has been paid. You warrant that all substitute checks you present us comply with all applicable requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. By presenting a substitute check

to us, you agree to indemnify, defend, and hold us harmless for all our damages arising from your truncation or creation of the substitute check. We can decline deposit of any substitute checks not warranted by another financial institution. Unless otherwise agreed in writing, we are not required to accept any other digital or paper image of an original check.

- H. BUSINESS OF CASHING OR PURCHASING OF CHECKS – WARRANTIES** - If you are in the business of cashing or purchasing checks or other negotiable instruments then, in addition to your statutory and other contractual warranties, you also hereby warrant to us that each such cashed or purchased Item you deposit with us contains the genuine and authorized signature of its purported drawer or maker and the appropriate endorsement of all payees and prior endorsees. That warranty survives any provision or final payment you may receive on the Item, and we may Debit your Account for the amount of any settlement we may make with the drawee bank or other party (up to the amount of the applicable Item) with respect to any Item you deposit in breach of that warranty.

**6) WHEN WILL FUNDS BE AVAILABLE**

- A. THE AVAILABILITY OF FUNDS IN YOUR ACCOUNT** - Funds from cash and check deposits are normally available the first Business Day after the Business Day on which we received your deposit (or the first Business Day if we received your deposit after hours or on a non-Business Day). Funds from electronic transactions, including, but not limited to, Direct Deposits (e.g., payroll or government benefits), and wire transfers are normally available upon our receipt. When funds are available, they can be withdrawn by you in cash, and we can use them to honor checks and payment orders.

For determining the availability of your deposits, every day is a Business Day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next Business Day we are open. The close of the current Business Day may be as early as noon at some Branches but may be as late as 6 p.m. local time at others. You may ask for the specific Business Day Cut-Off at the Branch accepting your deposit.

For ATM deposits, you will be notified by the ATM of the Business Day Cut-Off time. For deposits sent by mail, the day of your deposit will be the Business Day on which we receive your deposit.

See the section on "Night deposit, Daytime Drops, and Large Cash Deposits" above for details regarding when a deposit into a night depository facility is considered received. If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your Account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another Account with us. The funds in the other Account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Certain Account-related services may follow different funds availability policies. In such cases, the service will provide you with separate notice of funds availability at the time of enrollment or the time of the Transaction. (Services with different funds availability rules may include, without limitation, initial electronic deposits to Accounts opened online, mobile remote deposits, or digital banking peer-to-peer payments.)

- B. DELAYS ON FUNDS AVAILABILITY** - If deposited check funds will not be available for withdrawal as provided in this subsection, we will notify you promptly. Notice will be provided within two Business Days. We reserve the right to send any Item for collection instead of accepting it for deposit, and in such cases, we will delay availability until we have final settlement. We may delay funds availability under any other circumstance as permitted under Applicable Law (such as deposits of foreign currency or items denominated in foreign currency; deposits that are drawn on foreign banks; deposits that we decline to accept for deposit; and other deposits that are not governed under the funds availability rules of Regulation CC or similar provisions of law).

- C. DELAYS ON SPECIFIC DEPOSIT ITEMS** - On some items, the deposited funds will not be available for withdrawal the Business Day following your deposit. The availability of deposited funds depends on the type of check that you deposit, and we may delay availability of deposited funds until the second Business Day following the day of your deposit. Nevertheless, \$225 of your deposits will be available on the first Business Day. We will notify you if your deposited funds will not be available for withdrawal on the first Business Day after deposit, and we will give you an indication of when the funds will be available for withdrawal. If we decide after you leave the Bank to delay availability of funds, or if you make a deposit where a Bank employee does not receive the deposit (e.g., a mobile remote deposit of a check), we may give you notice of the funds availability delay by mail (or other method by which you have agreed to receive notice). If you need earlier access to the deposited funds, you will need to ask us specifically.

- D. OTHER DELAYS** - Availability of a deposited check may also be delayed for the following reasons:

- We have reason to believe the deposited check will not be paid.
- The total amount of deposited checks in one day exceeds \$5,525.
- The deposited check is one that was previously unpaid when presented to a bank.
- There have been multiple instances of Overdrafts on your Account within six months; or
- An emergency exists, which makes it difficult or impractical for the Bank to make the funds available. (Such an emergency might be a computer or other equipment failure or malfunction.)

If deposited check funds will not be available for withdrawal as provided in this subsection, we will notify you promptly, as circumstances allow. They will generally be available no later than the seventh Business Day after the day of your deposit.

- E. FUNDS AVAILABILITY FOR NEW CUSTOMER ACCOUNTS** - If you are a new customer (i.e., you have not had an Account with the Bank for 30 days immediately preceding the opening of the subject Account) the following special rules will apply during the first 30 days your Account is open. This subsection controls over other sections, subsections, or provisions on funds availability in this Agreement.

Electronic Direct Deposits are available the day of deposit. Check deposits may be delayed up to nine Business Days; however, cash, wire transfer, electronic Direct Deposit, and the first \$5,525 deposited in one day from cashier's, certified, teller's, traveler's, and government checks will be available the first Business Day after the day of your deposit if the deposit meets certain conditions, so long as they are payable directly to you. (You may be required by us to use a special deposit slip.) The amount over \$5,525 will become available no later than the ninth Business Day after deposit; however, if you do not personally deposit these checks (other than a U.S. Treasury check) with a teller at a physical Branch, the first \$5,525 of these checks will be made available not later than the second Business Day after deposit.

- F. ACCOUNT BALANCES AND REPORTED STATUS OF FUNDS AND TRANSACTIONS FOR ALL ACCOUNTS** - All funds balances or check or other Transaction status that we may report to you in any manner (e.g., available, collected, current, cleared, posted, memo posted, Credited, Debited, or paid, etc.) are merely Accounting balances and may not reflect holds that we have put in place. Such balances and/or Transaction

amounts do NOT mean that the stated balance or Transaction status cannot be reversed for reasons required or permitted by law, payment system rule, clearinghouse rule, this Account agreement, or other agreement with you, etc. (e.g., subsequent holds by us, return of checks previously Credited to your Account due to insufficient funds, stop payment, breach of warranty, or fraud, etc.). Balances and Transaction status are always subject to adjustment, reversal, or revocation for the foregoing reasons without prior notice. Bank employees are not authorized to make promises or representations to the contrary. Transactions you make in reliance on such reported balances or Transaction statuses are at your own risk.

## 7) AUTHORIZATION HOLDS ON ACCOUNTS

**A. HOLDS ON FUNDS IN DEPOSIT ACCOUNT FOR PENDING TRANSACTIONS** - Pending Transactions are authorized Transactions that have not yet posted to your Account. These Transactions may include Credits, Debits, and Authorization Holds (which could result from requests by merchants for authorizations of Debit Card Transactions). Authorization Holds often result from Debit Card Transactions involving online or in-store retailers, restaurants, gas stations, airlines, hotels, or car rental agencies. The amount of an Authorization Hold may differ from the amount of the final Transaction. When the Transaction settles, the actual amount posted to your Account may be greater or lesser than the amount used for the Authorization Hold. Each merchant determines its own procedure for the amount to request for authorization in connection with a Transaction, and the timing of Authorization Holds may vary. Certain merchants may take days or weeks to release cancelled Transactions. The final Transaction amounts will appear on your Account statement.

**B. EFFECT OF AUTHORIZATION HOLD ON OTHER TRANSACTIONS** - Debit Card Transactions and related Authorization Holds may impact your Available Balance. It is important to know that your Available Balance may change between the time you authorize a Debit Card Transaction and the time the Transaction is paid. You are responsible for maintaining a sufficient Available Balance in your Account to cover the full amount of a Debit Card Transaction (to include, for example, additional tip placed when paying a restaurant charge) plus any other Debit Transactions you or others have conducted that may post to your Account during the Authorization Hold.

An amount subject to an Authorization Hold may not be applied to settle a specific Debit Card Transaction or any other specific Transaction.

Rather, an Authorization Hold "earmarks" the funds until the merchant submits the payment and may affect other Transactions as follows:

- **Nightly Processing:** During nightly processing, the Authorization Hold may still allow other Transactions to post to your Account according to the order in which we pay Items (refer to the Posting Order section of this Agreement for more information). As such, when the merchant finally settles, we are legally obligated to pay the Transaction even if you have conducted other Transactions that have depleted your Available Balance. In that case you may incur an Overdraft Fee even if your Account had a sufficient Available Balance when the merchant requested authorization.
  - If you have not opted into the Debit Card Overdraft Service, we will not charge an Overdraft Fee for paying a charge to your checking Account against an insufficient Available Balance if the originating bank or the merchant has coded the Transaction as an Everyday Debit Card Transaction.
- **Day Time Processing:** During the day, the presence of an Authorization Hold (which may be for more or less than the actual amount of the purchase) on your Account could affect the Available Balance needed to cover other Transactions that may be trying to post to your Account (e.g., PIN-based Debit Card Transactions and in-Branch Transactions). Depending on the aggregate amount of the Authorization Hold(s) (for one or more Transactions), other Debit Transactions that you initiate may be declined.

**For example,** if you present your Debit Card to a hotel to cover incidental charges during a hotel stay, the hotel will likely place an authorization hold on funds in your Account equal to the total amount required by the hotel. If you are staying for 3 nights, and the hotel requires \$50 per night to cover incidentals, you can expect the hotel will place an authorization hold on your Account for the entire amount (\$150), which funds will not be available to pay other items presented against your Account while the hold is in place.

If you do not ultimately use your Debit Card to pay for your purchases, or if the actual amount of purchases posted to your Account varies from the estimated amount authorized by us, it is the responsibility of the merchant, not us, to cancel the prior authorization based on the estimated amount. The failure of the merchant to cancel a prior authorization may result in a temporary reduction of your Available Balance. If the authorization is for an amount higher or lower than the actual purchase amount, the Authorization Hold may remain on your Account even after the actual purchase is paid from your Account. The actual purchase amount will be paid from your Account whenever the merchant sends it to us, even if that is after the Authorization Hold has expired.

**NOTE:** Your Available Balance (when viewed through digital, online, and mobile services) may not immediately reflect the amount of a Signature-Based Transaction during the day of the purchase.

## 8) WITHDRAWALS FROM YOUR ACCOUNT

**A. UNDERSTANDING YOUR ACCOUNT BALANCES** - It is important to understand that your Account has two kinds of balances: a Current Balance and an Available Balance.

### I. Current Balance

The Current Balance is the amount of funds in your Account after we have "posted" all transactions. While it may seem that the Current Balance is the most up-to-date computation of the amount of funds in your Account, that's not always the case. The Current Balance will not reflect your pending Debit and Credit Transactions – for example, a check you have written but that we have not yet received for payment, or a scheduled ACH Credit to your Account that we have not received.

**Here's an example of how we calculate your Current Balance:** On Monday morning your Account shows a \$100 Current Balance, and during that day you write a check for \$60. If the check recipient holds the check all day on Tuesday, on Tuesday evening your Current Balance will be \$100 and will remain at that figure until the recipient deposits your check and is paid \$60 from your Account. At that point, your Current Balance will be reduced to \$40.

### II. Available Balance

The Available Balance is the amount of funds available for withdrawal or use at that moment. The Available Balance includes pending Transactions that have been authorized but may not yet have been processed (posted), such as Debit Card POS Transactions, online transfers, ATM Transactions, and pending deposits.

**PLEASE NOTE:** Because the Available Balance reflected on our system may not include some Transactions (e.g., checks you have written that have not yet cleared or electronic transactions you have scheduled for the future), it is possible to overdraw your Account if you rely on your Available Balance as displayed in our system to determine if you have sufficient funds to cover a particular Transaction.

The best way to know how much money you have available for withdrawal from your Account (including all prior checks and authorizations) is to record and closely track all Transactions that you or others make in your Account. You may also check your Account's Available Balance

(and Current Balance) by viewing your Account online, through our mobile banking application, at an ATM, and by inquiring by phone or at a Branch.

**Here's an example of how we calculate your Available Balances:** On Monday morning the Available Balance in your Account is \$100. If you swipe your Debit Card at a restaurant for \$35, we will place an Authorization Hold on your Account for \$35. On Monday evening, your Account would show a \$65 Available Balance due to the authorized \$35 payment to the restaurant. If the Current Balance also was \$100 on Monday morning, it would be unchanged Monday evening because the payment to the restaurant had not yet posted. When the restaurant submits the Transaction for payment (which could be a few days later and could be for more than \$35 if you added a tip), we will post the Debit (withdrawal) to your Account, and the Available Balance – along with the Current Balance - will both reflect \$65 (or lower if you added a tip).

- B. MERCHANT-DELAYED DEBIT CARD TRANSACTIONS** - If a merchant obtains an Authorization Hold for an Everyday Debit Card Transaction but does not submit the Transaction for payment within 72 hours of the authorization, we will release the Authorization Hold on the Transaction. In this event, your Available Balance would not reflect this Transaction until it is submitted by the merchant and posted your Account.
- C. CLEARED CHECKS** - The Bank does NOT report to you whether a check or Item you have deposited has "cleared" or been paid by the financial institution upon which it is drawn, even if you inquire specifically about the status of that check or Item. If you inquire about the status of a specific deposited check or Item, the Bank employee cannot tell you whether that check has been paid or has "cleared." The Bank only reports to you whether it still has an internal hold on the funds represented by the check or Item deposited to your Account. You remain responsible to the Bank for the collectability or validity of any check or Item you deposit. You agree that regardless of any verbiage used by you or a Bank employee in your inquiring about or discussing the status of a deposited check or Item (e.g., cleared, collected, paid, available funds), the information you receive DOES NOT reflect whether or not the check or Item has been paid or whether the Bank can still reverse the deposit and look to you for the funds. Please be aware that fraud often occurs in relation to counterfeit cashier's checks that are presented to you as legitimate, and the fraudulent party seeks to acquire the funds from you at the time the Bank makes the funds available but before the fraudulent check is returned unpaid.
- D. WHO MAY MAKE WITHDRAWALS** - Any person listed as an authorized signer on the Account may (1) make withdrawals, including any amounts that the Bank may elect to honor as Overdrafts or as advanced under Account Overdraft Protection Services or Overdraft Deposit Transfer services, or (2) endorse or deposit any Item payable to you. We may at our discretion, pay any check, Item, or other Debit previously signed or initiated by an authorized signer whose authorization may no longer exist.
- E. RESERVATION OF RIGHT FOR NOTICE OF WITHDRAWAL** - We reserve the right to require notice in writing at least 7 days prior to any withdrawal from an interest-bearing Account (other than a time deposit or demand deposit) and from any other savings Account as defined by Regulation D. (We are required by law to reserve this right; however, our general practice is not to exercise it.) Early withdrawals from a time Account (e.g., prior to maturity or any required notice period) may be subject to restriction or penalty. See your notice of penalty for early withdrawal.
- F. INTERNAL CONTROLS – COMMERCIAL/BUSINESS CUSTOMERS** - We strongly recommend that you review your internal controls for fraud prevention as part of your duty to exercise ordinary care. These controls might include, among others, the use of our Positive Pay services. Positive Pay and ACH Positive Pay are available to our business customers to aid in preventing certain types of check and ACH fraud. We strongly recommend that our business customers execute our Positive Pay agreement and use our Positive Pay services. We also recommend that all Accounts use check stock with anti-fraud security features.
- 9) WITHDRAWAL GENERAL RULES** - Withdrawals must be made by methods that we specifically permit. We reserve the right to not pay items written on check stock or other forms not acquired from us and which we find unsatisfactory. If you make a check payable to multiple payees but fail to use an unambiguous term or symbol saying the check is payable to all payees jointly (such as "and" or "&" between named payees), then, in our sole discretion, we:
- We may imply the term "or" and pay the check upon endorsement by any one named payee: or
  - We may treat the check as payable to all payees jointly and require the endorsement of all payees.
- We may reject withdrawals or transfers that exceed the limitations on the number of withdrawals or amounts for the Account type or withdrawal method. We may also close your Account or treat it as being a type of Account that allows the number or type of Transactions, in which case your Account will be subject to fees, interest rates, and other rules of the applicable new Account type. For determining frequency, the date of the Transaction is the date we process and complete the Transaction.
- The Bank continues its review of required customer identification after the opening of an Account or acceptance of an initial deposit, and we may impose withdrawal or other restrictions until we have completed our identification review. We are not required to pay nonconforming items or requests, even if we have done so previously.
- You agree that we may pay any substitute check presented that replaces a valid check by you (so long as there are no errors in the creation of the substitute). For determining adequacy of available Account funds to pay any Item, we may make that determination at any time after we receive the Item until we return the Item (or send notice). Although only one determination is required, any subsequent determinations will use the Account balance and funds availability at the time of the subsequent determination.
- A. RESTRICTIONS ON NUMBER/FREQUENCY OF TRANSFERS** - The number of withdrawals per statement month (or cycle of approximately four weeks) that you may make from your Savings or Money Market Account is limited. Your withdrawal limitations may vary by Account type and are described in your Account Disclosure. We are not required to honor withdrawals exceeding your Account limit even if we have done so in the past, and we may charge you a fee if you exceed the limit during the statement month. In addition, certain withdrawals may be allowed without limitation based on your Account type. See your Account Disclosure for more details.
- B. LARGE CASH WITHDRAWALS** - You agree that in the event you request a large cash withdrawal, as determined by us, you are solely responsible for your security once you take possession of your cash, and that you will execute, at our request, a release and indemnity agreement. Available currency at each Branch may vary, and we may require reasonable advance notice of any large cash withdrawal. For all savings Accounts and all personal interest-bearing checking Accounts, we reserve the right to require prior written notice of withdrawal.
- C. ATM TRANSACTIONS AND DOLLAR LIMITS** - You may access your eligible Account(s) by ATM using your ATM card and PIN or Visa® Debit Card and PIN, to:
- Make deposits to checking or savings Account(s); \*
  - Get cash withdrawals from checking or savings Account(s). However, for security reasons, there are limits on the total dollar volume of Transactions allowed daily using your ATM or Debit Card.
  - Transfer funds between checking and savings Account(s); \*
  - Make payments from checking or savings Account(s) to loan Account(s) with us; \*
  - Get information about the Account balance of checking or savings Account(s); or

- Deposit funds (at our selected ATMs only). \*

\* These ATM services are not available for customers of The Commerce Bank of Oregon and The Commerce Bank of Washington. Some of these services may not be available at all terminals.

- D. TYPES OF VISA® DEBIT CARD POS TRANSACTIONS AND DOLLAR LIMITATIONS** - You may use your Debit Card to Debit an eligible designated Account to purchase goods or pay for services (in person, online, or by phone), to get cash from a merchant (if the merchant permits), or from a participating financial institution, and to do anything that a participating merchant will accept. You may not request a stop payment on a POS Transaction, Signature-Based Transaction, or cash advance.  
For security reasons, there are limits on the total dollar volume of Transactions allowed daily using your Debit Card.
- E. CURRENCY CONVERSION** - If you incur a charge in foreign currency, Visa International will convert the charge into a U.S. dollar amount. Currently, the currency conversion rate used is either a wholesale market rate or a government-mandated rate in effect one day prior to the date the Transaction is processed by Visa International plus an amount that is disclosed in the separate Schedule of Fees. The currency conversion rate in effect on the processing date may differ from the rate in effect on the Transaction date or the posting date.
- F. TYPES OF ATM CARD PIN-BASED TRANSACTIONS AND DOLLAR LIMITATIONS** - You may use your ATM card to make PIN-based Debits to an eligible designated Account to purchase goods or pay for services (in person), and to get cash from a merchant (if the merchant permits) or from a participating financial institution. For security reasons, there are limits on the total dollar volume of Transactions allowed daily using your ATM card.

## 10) SIGNATURES

- A. CHECK EXAMINATION; AUTOMATED PROCESSING; RESTRICTIVE LEGENDS; MULTIPLE SIGNATURES** - Because of the volume of checks we process we must employ automation and do not individually examine each check Item. Automated processing relies primarily on information encoded onto each Item in magnetic ink (MICR) at the bottom of the check. You acknowledge and agree that automated processing is a reasonable and commercially accepted manner for us to handle, process, and pay your checks and Items and that we are exercising due care even in employing automated processing. We are not required to review checks or other items (whether drawn on your Account or deposited by you) to identify or enforce any special instructions or limitations or restrictive legends. We may disregard restrictive legends or notations printed or inserted on the checks but not encoded on the MICR line, even though these legends may be important to you. A restrictive legend includes any added language that purports to condition or restrict the payment of the check, such as "valid only for 60 days," "Not to exceed \$500," or "Amounts over \$1,000 must be countersigned."  
We do not enforce multiple signature requirements unless we have explicitly agreed in a separate contract. Any policy you adopt internally for multiple signatures on checks shall not be binding or impose any duty of care on us.
- B. ELECTRONIC, SCANNED, AND FACSIMILE SIGNATURES** - We are not required to pay items with facsimile, digital, electronic, stamped, or scanned signatures or logos or marks substituting for signatures (collectively Substitute Signatures). If you desire to employ Substitute Signatures, you must make separate written arrangements with us. If you issue any check or other order containing a Substitute Signature, that issuance shall also constitute your authorization to us to pay and charge your Account for any subsequent checks or other orders drawn on us bearing that Substitute Signature. This authorization is valid regardless of who imprints the Substitute Signature or how it is imprinted so long as the Substitute Signature reasonably matches the example Substitute Signature we have. As the use or imprinting of a Substitute Signature is crucial, you must notify us immediately if you suspect misuse or loss of control of a Substitute Signature.
- C. SETTLEMENT OF SIGNATURE-BASED TRANSACTIONS** - Once we have given authorization to the merchant on a Signature-Based Transaction and an Authorization Hold has been placed on your Account, the merchant must settle the Transaction by submitting the final Transaction amount to us for processing. Settlement of Signature-Based Transactions will generally occur in one of the following two types of scenarios, which have different outcomes for the Authorization Hold:
- If the merchant settles within three Business Days, then the Transaction will be paid, and the Authorization Hold will expire immediately. The Debit for the final amount is posted to your Account, which reduces both the Available Balance and the Current Balance.
  - If the merchant does NOT settle within three Business Days or we cannot match the merchant's Transaction with the Authorization Hold due to, among other reasons, a variation between the amount of the Transaction and the amount of the Authorization Hold, the Authorization Hold will expire—but the Transaction might not be paid at that time. In this case, the funds which had been subject to the Authorization Hold will be Credited to your Available Balance.

In both these scenarios, if the Available Balance in your Account is not sufficient when the merchant submits the final Transaction amount to us, the settlement may cause your Account to incur an Overdraft Fee. This can occur even if your Account had a sufficient Available Balance when the merchant requested authorization.

**Here's an example of how your Account could incur an Overdraft Fee under the scenarios above:** On Monday morning, the Available Balance in your Account is \$100.00, and you expect that a payment (Credit) will be made to your Account by another person. During that day, you first write a check for \$75.00 and, later, you use your Debit Card at a merchant for \$65.00. We place an Authorization Hold in your Account for \$65.00, and that amount promptly reduces the Available Balance to \$35.00. If by Thursday the merchant has not submitted the final Transaction amount to us, the Authorization Hold expires, and the amount of funds is Credited to your Available Balance, bringing the Available Balance to \$100.00 by Thursday evening. On Friday, we process and post the Debit Transaction for \$75.00 for the check you wrote, and that Debit reduces your Available Balance to \$25.00. However, by the following Monday, the payment (Credit) from the other person has not yet posted. If on that next Monday the merchant presents the original Debit Card Transaction for payment, and the Available Balance is less than the amount needed to pay the Transaction of \$65.00, the Debit Card Transaction will overdraw your Account and you may incur an Overdraft Fee.

In all situations described above, we are legally obligated to pay the actual final amount of the authorized Transaction to the merchant. However, for an Everyday Debit Card Transaction, an Overdraft Fee will be charged only if you have opted into Debit Card Overdraft Service, and you don't have a sufficient Available Balance when the merchant settles.

## 11) OVERDRAFTS

- A. OVERDRAFT SERVICES** - An Overdraft occurs when the Available Balance in your Account is not enough to pay a Debit Transaction, but we pay the Transaction anyway. Even though there are insufficient funds, we can pay your overdrafts in two different ways:
- We offer standard overdraft services that we pay at our discretion.

- We also offer Overdraft Protection options, such as a link to a Credit Account or another Deposit Account, which may be less expensive than our standard overdraft services. Overdraft services are optional, and you can add or remove them at any time.
- B. OVERDRAFT PROTECTION PLAN (ACCOUNT TRANSFER)** - You may request automatic transfers from a designated checking, savings, or money market Account (Coverage Accounts) to a designated checking Account (Primary Account). (The Commerce Bank of Oregon and The Commerce Bank of Washington Divisions do not offer these Overdraft Protection Plans.) We may establish—and change from time to time—criteria for which types of Accounts may or may not be Primary Accounts or Coverage Accounts (e.g., Account types, or how Accounts are owned). In addition, we reserve the right to decline in our sole discretion a request to link any one or more Accounts.
- C. ACCOUNT TRANSFERS** - When an Item(s) is presented against your Primary Account and there are insufficient funds to pay the Item(s), a transfer will be made from your Coverage Account to your Primary Account in the exact amount of the Overdraft. But if there are insufficient funds in the Coverage Account(s) to cover the Overdraft, only the funds available in the Coverage Account(s) will be transferred. If you have more than one Coverage Account, we may make the transfer from any Coverage Account that we select in our sole discretion (even if you have specified a preferred Coverage Account). You hold us harmless if an Overdraft deposit transfer is not performed due to technical failures or any reason other than our gross negligence or intentional misconduct. Transfers from a Coverage Account may reduce the Coverage Account balance to zero and may result in the closure of your Coverage Account.
- D. ACCOUNT TRANSFER LIMITATIONS** - Transfers from savings and money market Accounts may be limited during each monthly statement cycle and Overdraft Deposit Account Transfers are included in the monthly limit.
- E. OVERDRAFT DEPOSIT TRANSFER FEES** - An Overdraft Deposit Transfer Fee will be assessed to your Coverage Account for each transfer as disclosed in the Schedule of Fees. This fee may overdraw the Coverage Account.
- F. JOINT ACCOUNTS** - If your Coverage Account is owned jointly, any joint owner may elect this service and bind all other joint owners for transfers between the Coverage and Primary Accounts. Our Overdraft Protection Plans, such as an Account or line of credit linked to your checking Account (credit approval required) may be less expensive than our Standard Overdraft Services and/or Debit Card Overdraft Service. (The Commerce Bank of Oregon and The Commerce Bank of Washington do not offer these Overdraft Protection Plans.) The Schedule of Fees for your Account explains the fees and other charges that apply to Overdraft Protection plans.
- Please Note:** Some Accounts are not eligible for these plans. Under some plans we make transfers in a minimum amount so we might not make a transfer if you do not have at least the minimum transfer amount available under the plan. To have Overdraft protection, at least one owner of the checking Account must be an owner of the linked Account. Certain other restrictions apply.
- G. STANDARD OVERDRAFT SERVICES** - We may authorize and pay overdrafts at our discretion. We decide whether to pay a particular Item by evaluating several factors related to your Account. This means that we do not guarantee that we will always pay any Transaction that will overdraw your Account. We may authorize and pay overdrafts caused by the following types of transactions:
- Automatic bill payments, ACH, and Recurring Debit Card Transactions; and
  - Checks and other withdrawal transactions made using your Account number.
- We generally do not authorize and pay overdrafts caused by the following types of transactions, unless you give us your consent to do so:
- ATM transactions; and
  - Everyday Debit Card Transactions.
- You may give us your consent to cover overdrafts on ATM and one-time Debit Card transactions by visiting your local Bank branch or logging in to Online Banking. See information on the Debit Card Overdraft Service below.
- H. OVERDRAFT FEE** - If we pay a Transaction or Item for an amount that exceeds your Available Balance, and if your Account is in the negative after all Credit and Debit transactions are posted to your Account following the close of the business day, we will charge your Account an Overdraft Fee for each Item that overdraws your account in the amount stated on the Schedule of Fees. The Schedule of Fees also states the maximum number of Overdraft Item Fees your account may incur on any business day and the amount you can overdraw your Account as of the close of business without incurring an Overdraft Item Fee. We may decline to authorize and pay a Transaction due to the Account being overdrawn. An Insufficient Funds Fee will not be charged on a declined Transaction. However, any Item re-presented for payment will be recognized as a new Item and may be assessed an Overdraft Fee if the Item is paid against an insufficient Available Balance.
- Here's an example of how a Transaction for an amount that exceeds your Available Balance will cause an Overdraft Fee:** On Monday morning the Available Balance in your Account is \$100. Later that day you first write a check for \$90 and then use your Debit Card at a restaurant for a \$45 purchase. Because the restaurant Transaction immediately causes an Authorization Hold of \$45 to be placed on your Account, your Available Balance is reduced to \$55. If on Tuesday the \$90 check (a withdrawal) is posted to your Account before a Credit (for example, a cash deposit) of \$35 or more is posted, an Overdraft will occur. Because payment of the check will overdraw your Available Balance by \$35 (in other words, your Available Balance will be -\$35), we will charge an Overdraft Fee which will further reduce your Available Balance by the fee amount.
- I. OPTING OUT OF OUR STANDARD OVERDRAFT SERVICES** - If you do not want us to pay checks, ACH, or Recurring Debit Card Transactions when doing so will overdraw your checking Account, you may opt out of our discretionary Standard Overdraft Services by contacting your local Branch or by calling Customer Service at the appropriate toll-free telephone number. Your opt-out choice will become effective within two Business Days of your request. Also, if you choose to opt out of Standard Overdraft Services, you will not be able to opt-in to our Debit Card Overdraft Service.
- PLEASE NOTE:** Even if you have opted out of our Standard Overdraft Services, there still may be times when an Item, including a re-presented Item, is paid, an Overdraft occurs, and an Overdraft Fee is charged. If we do not pay an Item, you will not incur an Overdraft Fee. However, the dishonoring of a check, ACH Item, Recurring Debit Card Transaction, or other Item drawn on your Account could result in additional fees or other consequences imposed under your agreement with the payee or by law. We reserve the right to amend or terminate our Standard Overdraft Services without notice at any time. Additionally, there are certain instances where checking Accounts are not eligible for our Standard Overdraft Services. For Joint Accounts, the choice to opt in or opt out of Standard Overdraft Services by any Account holder shall be considered the choice of all Account holders.
- J. DEBIT CARD OVERDRAFT SERVICE** - For consumer Accounts, if you want us to pay ATM and Everyday Debit Card Transactions when doing so will overdraw your checking Account and cause you to incur an Overdraft Fee, you must affirmatively consent to this service. We will give you the opportunity to consent during the Account opening process, or at any time after Account opening. With your consent, the bank can at our discretion authorize ATM and Everyday Debit Card Transactions that will overdraw your Account. At any time after you have opted in, you have the right to withdraw your consent by calling the appropriate toll-free telephone number, visiting your Branch, or logging in to Digital Banking.

If you change your opt-in status, your choice will become effective within two Business Days of your action. We reserve the right to amend or terminate Debit Card Overdraft Service or your participation in it without notice at any time. Additionally, there are certain instances where checking Accounts are not eligible for the Debit Card Overdraft Service.

Even when you are opted out of Debit Card Overdraft Service, there may be circumstances when a Transaction will be authorized and overdraw your checking Account. However, in these cases, you will not be charged an Overdraft Fee.

For Joint Accounts, the choice to opt-in to Debit Card Overdraft Service by any Account holder shall be considered the choice of all Account holders. Similarly, the choice to revoke consent to the service by any Account holder shall be considered the choice of all Account holders.

- K. OVERDRAFT PROTECTION FROM YOUR LINE OF CREDIT OR FLEX-LINE** - This plan links an eligible line of credit you establish with us to your Account for Overdraft Protection. When you do not have enough available funds in your Account to pay a check or other Item, we may automatically advance funds from your linked line of credit and transfer the funds to your Account. The advance is made under, and is subject to, the terms and conditions described in the Line of Credit Agreement. We ordinarily make the advance if you are not in default under the Line of Credit Agreement and as long as the advance does not cause you to exceed the amount of your available credit on your line of credit. The funds advanced are subject to fees and finance charges under the Line of Credit Agreement. We may also charge an additional Overdraft protection transfer fee to your Account for each transfer.
- L. LIABILITY** - You agree to the Schedule of Fees, which are disclosed separately. Such fees will be charged without notice directly to your Account as they are incurred. Each of you who is an authorized signer agrees to be individually liable for any Account shortage or Overdraft. This liability exists regardless of whether you caused the shortage or Overdraft, or whether you personally benefited from the Transactions leading to the shortage or Overdraft. Payment must be made immediately and can be taken by set-off from any other Account with us you own. This liability includes costs and attorney fees that we incur in connection with the Account, including disputes between you and the Bank, co-owners, authorized signers (or similar parties), third parties claiming rights to your Account, or others claiming to be authorized representatives or officers of the owner of the Account. We can deduct our costs and attorney fees from your Account without notice to you.

## 12) POSTING ORDER

- A. CREDITS TO YOUR ACCOUNT AND ORDER OF PROCESSING WITHDRAWALS** – To assist you in managing your account, we are providing the following information regarding the order of how we process transactions on your Account. Transactions on your account have, in the past, been processed according to end-of-day processing, whereby deposited items or funds are Credited or totaled to your account first, followed by Debit or withdrawal transactions which are processed according to categories or types. We are converting to a different type of order of processing called real-time processing, which processes deposit and withdrawal items or transactions approximating real-time as we receive them during the day, rather than by Transaction type at the end of the day. Both types of processing are described below. The type of processing used on your Account depends on whether the Division of the Bank holding your Account (e.g. Amegy Bank, California Bank & Trust, National Bank of Arizona, Nevada State Bank, The Commerce Bank of Oregon, The Commerce Bank of Washington, Vectra Bank, or Zions Bank) has sent you formal advance notice of the commencement of real-time processing for Accounts held by that Division.
- I. End-of-Day Processing** - This type of processing is the type that has been used on your Account in the past. Generally, we will post the transactions and calculate the new Current Balance as follows:
- a) Credit (deposit) transactions<sup>1</sup> - We post Credit transactions, such as deposits by cash or check, ATM deposits, direct deposits, wire transfer deposits, and corrections to your Account balance before any Debits are posted. Exceptions to this practice can include automated bank-generated Credits, such as interest earned on your Account, and certain service fees which post to your Account immediately after the Credit Transaction to which the fees relate (for example, deposit correction fees or incoming wire transfer fees are posted to the Account).
  - b) Debit (withdrawal) transactions – After we post Credit transactions to your Account, we post the Debit (withdrawal) transactions received the same business day by dividing Debit transactions into separate groups. For example, all Debit Card transactions are collected in one group; Automated Clearing House (ACH) and check transactions in another group. We then sort the transactions generally within each group chronologically and post the sorted groups to your Account in the following sequence:
    - (1) Certain automatic transfers of funds that you have authorized (for example, transfers to cover overdrafts if you have enrolled in such service);
    - (2) Cash-paid checks;
    - (3) Other cash-paid withdrawals and legal items (for example, a garnishment or levy);
    - (4) Wire transfers and related fees;
    - (5) Adjustments and deposited items returned;
    - (6) ATM and Debit Card transactions;
    - (7) ATM and Debit Card Transaction fees;
    - (8) Account Analysis-generated fees;
    - (9) Transfers to loans, other Accounts, and related fees;
    - (10) ACH withdrawals and pre-authorized Debits;
    - (11) Other checks; and
    - (12) Other fees.

<sup>1</sup> Real-Time Payments are processed throughout the day. A Real-Time Payment is a new Transaction type that is overseen by The Clearing House. As these transactions come in, they will be posted to your Account in the order in which they are received and may post after one or more Debits.

- II. Real Time Processing of Items to Your Account** - Under real-time processing, we will process deposit and withdrawal items or transactions approximating real-time as we receive them during the day. (We have previously used end-of-day processing, where deposited items or funds are Credited or totaled to your Account first, followed by Debit or withdrawal transactions which are processed according to categories or types.) The implementation of real-time processing on your Account depends on when the Division of the Bank holding your Account (e.g. Amegy Bank, California Bank & Trust, National Bank of Arizona, Nevada State Bank, The Commerce Bank of Oregon, The Commerce Bank of Washington, Vectra Bank, or Zions Bank) sends you formal advance notice of the commencement of real-time processing for Accounts held by that Division.

Under real time processing, transactions on the Account are processed chronologically throughout the day as we receive them, whether they are Debits or Credits. As these transactions come into the Bank, they will be posted to your Account in the chronological order in which they are received.

Although the Bank may receive transactions continually throughout the day, the Bank receives transactions for processing in two manners:

(1) Transactions that are automatically posted to the Bank's processing system at the time they are conducted (e.g., in-branch transactions, digital banking transactions, ATM transactions, wires, and Point-of Sale PIN-based Debit Card transactions) and (2) Transactions that are processed by the Bank through an incremental or periodic processing feed, whereby the Bank, at regular time intervals, (usually hourly) submits batches of items or transactions received since the prior time segment for processing. Examples of transactions that are processed in this manner include: Point-of Sale signature-based Debit Card transactions, Automated Clearinghouse (ACH) transactions, Federal Inclearings (checks presented for payment from another bank); remotely deposited checks, and lock box transactions (for various business treasury management customers), or transactions processed in-branch if you visit one of our other Divisions.

Real time processing still imposes an end-of-day cut-off on the processing of items on the Account. This end-of-day cutoff point does not occur at the precise same moment each day but can vary according to the incremental processing feeds. The last of the incremental processing files for the day will generally be processed around 12:30 a.m.-1 a.m. (Mountain Time) following the business day. The sweeping of funds for any sweep Accounts is processed just prior to the end-of-day cutoff. The status of the Account at the end-of-day cutoff is the point at which any interest is calculated, and balances are determined, including balances for statement purposes and the Available Balance for determining Overdraft and Insufficient Funds, if applicable.

Initiation of Debit transactions prior to an expected Credit Transaction being posted may result in the debit Transaction being declined if your Current and Available Balance does not have sufficient funds. You should bear in mind that in order to avoid incurring Overdraft Fee(s) or having items from your Account declined or returned unpaid when you write a check or initiate a Debit (including Debit Card transactions), you should make sure your account contains sufficient available funds to cover the Transaction (and, in the event of a delay in processing or presentment, at the time the Item or Debit is presented against your Account for payment).

We encourage you to create and maintain careful records and practice good Account management to help you to avoid writing checks or making Debits without sufficient funds and incurring resulting insufficient funds fees. Enrolling in Digital Banking services and alerts can help you to manage your Account with the most up-to-date information.

#### **B. PAYMENT OF POSTDATED CHECKS**

We do not review checks for post-dating (a date on the check that is in the future). You agree that we may pay postdated checks.

#### **C. STALE-DATED CHECKS**

A stale-dated check is a check with a date that is six months or more before presentation to the Bank. At our discretion, we may pay a stale-dated check issued by you. Our Agreement, however, does not require us to pay a stale-dated check even if we have previously paid them. If you no longer wish a check to be paid, you should place a stop payment order.

### **13) ADDITIONAL FEES YOU MAY BE CHARGED**

**A. SCHEDULE OF FEES** - Such fees will be charged without notice directly to your Account as they are incurred. Payment must be made immediately and can be taken by set-off from any other Account with us you own. This liability includes costs and attorney fees that we incur in connection with the Account, including disputes between you and the Bank, co-owners, authorized signers (or similar parties), third parties claiming rights to your Account, or others claiming to be authorized representatives or officers of the owner of the Account. We can deduct our costs and attorney fees from your Account without notice to you.

**B. FOREIGN TRANSACTION FEES** - Whenever you use your Visa® or Mastercard® Debit Card to purchase goods or services from a merchant who processes the Transaction in either US Dollars or a foreign currency at a location outside the United States (including U.S. territories such as Puerto Rico and the U.S. Virgin Islands), we will charge a Foreign Transaction Fee equal to 3% (1% for The Commerce Bank of Washington and The Commerce Bank of Oregon). We will charge this fee even if you are in the United States when you make the Transaction. We also charge a Foreign Transaction Fee on cash withdrawals from your Account made at an ATM located outside the United States. This fee is based on the amount of the withdrawal converted to U.S. Dollars and is in addition to any withdrawal fee, foreign bank service charges, and out-of-network ATM fees that may apply.

If your purchase or cash withdrawal is processed in a foreign currency, your Debit Card's network will convert the amount of the Transaction to U.S. Dollars before it is posted to your Account. The applicable currency conversion exchange rate will be the rate in effect on the date the Transaction is processed by your Debit Card's network or posted to your Account and may differ from the rate in effect on the date of your Transaction.

Here are examples illustrating how Foreign Transaction Fees are determined for Debit Card Transactions:

- If you are in California when you make a purchase from a merchant located in Italy, via the merchant's Web site and denominated in Euros, we will charge you a Foreign Transaction Fee based on the total purchase amount converted to U.S. Dollars.
- If you are in Italy when you make a purchase from a merchant located in California, we will not charge you a Foreign Transaction Fee.
- If you make a cash withdrawal at an ATM located in Mexico, we will charge you a Foreign Transaction Fee based on the total amount of the withdrawal expressed in U.S. Dollars.

**C. FEES ASSOCIATED WITH DEBIT CARD PURCHASE TRANSACTIONS** - When you use your Debit Card for an Everyday Debit Card Transaction, you are making a withdrawal from your checking Account. You may be asked to use your PIN, sign a sales slip or other document, or only to provide your Debit Card number. Some merchants may assess a fee for this type of Transaction. We are not liable if a merchant or financial institution refuses to accept your Debit Card or Debit Card number. We are authorized to rely on the merchant's coding of the Transaction as an Everyday Debit Card Transaction for all purposes, including refusing or paying the charge and assessing an Overdraft Fee if the Account has an insufficient Available Balance. When a Debit Card Transaction is conducted, the merchant requests that we authorize the Transaction. In deciding whether to authorize the Transaction, we look first at the Available Balance in your checking Account. If that is not sufficient, we look at the amount of any available Credit in a savings Account, other checking Account, or line of credit linked to the checking Account under our Overdraft Protection Plan. And lastly, we may, at our discretion, apply our Debit Card Overdraft Service (if you've opted in). If the balances in any of these sources do not, in the aggregate, have funds sufficient to cover the requested Transaction, we will not authorize the merchant to accept the Transaction and the Transaction, generally, will be declined. If, however, there are sufficient funds available in the various sources available to you, we will authorize the merchant to permit you to conduct the Transaction.

- When a Debit Card Transaction is conducted as a PIN-based Transaction, we deduct the amount of your Transaction, including any charge imposed by the merchant, almost immediately from the Available Balance in your Account.
- When an Everyday Debit Card Transaction is conducted as a Signature-Based Transaction, we place an Authorization Hold on the Available Balance in your Account. The Authorization Hold is placed for up to three Business Days, excluding the time in which we conduct

our nightly processing of deposits and items presented for payment; however, for some types of purchases we may place an Authorization Hold for a longer period. The merchant is responsible for submitting and settling the Transaction, and we cannot require them to do so in a timely manner.

- When you use your Debit Card for an online purchase, some merchants (through a participating network) request approval of the Transaction, but the amount is not deducted from your Available Balance until the merchant ships your purchase and submits the payment to us for settlement. We have no control over this arrangement with online Transactions initiated by these merchants or the participating network. As is true with all your Debit Card Transactions, you are responsible for keeping a record and closely tracking the Transactions in your Account so that you maintain a sufficient Available Balance to cover all Transactions until they are posted to your Account. We have no responsibility for whether a merchant submits a Debit Card Transaction as PIN-based or signature-based but may rely on the manner of presentation of the Transaction to us.

**PLEASE NOTE:** Some merchants such as car rental companies or hotels, may request approval from us and indicate an estimate of the amount of your purchase. The estimated amount may be more or less than the actual, final amount of the purchase since, at the time you initiate the Transaction, the merchant may not know the eventual, final amount of your purchase.

**D. ATM OPERATOR/NETWORK FEES** - When you use an ATM not owned by us, you may be charged a fee by us and the ATM operator (or any network used). Also note, you may be charged a fee for a balance inquiry by us and the ATM operator even if you do not complete a fund transfer. For fees we charge, please refer to your Schedule of Fees.

**E. Lost, Destroyed, or Stolen Certified, Cashier's, or Teller's Checks** - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim:

- You must be the remitter (or drawer of a certified check) or payee of the check;
- We must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check;
- We must receive the notice in time for us to have a reasonable opportunity to act on it;
- You must give us a declaration (in a form we require) of your loss with respect to the check; and
- You can ask us for a declaration form.

Even if all these conditions are met, your claim may not be immediately enforceable. We may pay the check until the 90th day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the 90th day after the date of the check or date of acceptance and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

**14) STOP PAYMENT ORDERS** - Stop payment orders on checks must be given consistent with law and must afford us a reasonable opportunity to act on the request. You or any authorized signer on an Account may issue a stop payment order on any Item. Your stop payment order must provide the Account number on which the check is drawn and the amount, payee, date, and check number (or serial number). We are not responsible for stopping payment on checks if you do not provide this information or if you provide inconsistent information.

In issuing us any stop payment orders, you agree to indemnify and hold us harmless against any claims or damages arising from carrying out the order, including attorney fees. Your stop payment order also constitutes your agreement to cooperate with us in defending against any litigation or handling any claims against us arising from the stop payment order. Your stop payment order also constitutes your assignment to us of any rights you have against the payee or holder of the check. Despite a stop payment order, a "holder in due course" of your check may have the right to collect the check against you notwithstanding any defenses or claims you may have against the payee of the check.

Our stop-payment Cut-Off time is 8 PM Mountain Standard Time (MST). Stop-payment orders may be placed on any items that were, or will be, presented to us after 10 PM MST the Business Day before you placed the stop-payment order. For example, if you place a stop-payment order on one of your items at 6 PM on Wednesday, we will process that order as long as the Item was not received by us before 10 PM MST the previous evening (Tuesday). If the Item was received before 10 PM on Tuesday, it would have already been paid and could not be stopped.

We generally are not able to stop payment against any cashier's checks that you have purchased from us (although a stop payment order may be accepted after 90 days of the date of the check and only for loss, theft, or destruction of the check, and you must sign an affidavit and an agreement of indemnification).

If we pay an Item for which you placed a valid stop-payment order, we may be liable to you for up to the amount of the Item if you had a legal right to stop payment. You must establish, however, that you suffered a loss because of the payment. We will not be liable for any amount(s) more than the face amount of the Item. We also may have certain rights of subrogation that we may be able to assert in defense of or as an offset against liability to you.

If your check has been converted to an electronic Transaction ACH and you wish to stop that Transaction, contact your Bank representative promptly. Checks converted to ACH require different stop payment procedures. Stopping the paper check will not stop the electronic Transaction.

There may be a charge for each stop-payment order, and each stop-payment order will expire after one year (unless otherwise disclosed by us when the stop payment is placed). If the Item is still outstanding after that time, you may request another stop-payment order for an additional like period and for an additional fee. We are not obligated to notify you when a stop-payment order expires. If your stop-payment order is given orally, we may request you confirm it in writing within 14 days for it to remain in effect. See your Schedule of Fees for details.

**PLEASE NOTE:** Your foregoing rights to stop payment do not extend to cashier's checks, official checks, teller's checks, or money orders for which you are not identified as the drawer, or other instruments not issued by you. You may request that we attempt to dishonor such an instrument that we issued for you, but (1) we shall have no obligation to accept your request, and (2) even if we accept your request, we shall have no liability to you if we nevertheless choose or are subsequently compelled to pay the instrument. Without limiting the foregoing, if we believe that such an instrument is presented by or for a person who might be a holder in due course, or who might otherwise have the right to obtain payment from us, we can pay that instrument without notice to you (even if you have paid us a fee to request dishonor of the instrument). To request us to dishonor such an instrument, we may require that you pay us a nonrefundable processing fee and to execute an agreement holding us harmless from any loss that you, we, the payee, or any other person may incur as a result of dishonoring the instrument (or paying such an instrument despite your request).

**15) SUBSTITUTE CHECKS AND YOUR RIGHTS** - To make check processing faster, federal law permits banks to replace original checks with substitute checks. A substitute check is a reproduction of an original check. These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic Debits to your Account. However, you have rights under other law with respect to those Transactions.

- A. YOUR RIGHTS REGARDING SUBSTITUTE CHECKS** - In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account (for example, if you think that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, insufficient funds fees).  
The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your Account is an interest-bearing Account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.  
If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account earns interest) within 10 Business Days after we received your claim and the remainder of your refund (plus interest if your Account earns interest) not later than 45 Calendar Days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your Account.
- B. MAKING A CLAIM FOR A REFUND** - If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact us. You must contact us within 40 Calendar Days of the date that we delivered the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:
- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
  - An estimate of the amount of your loss;
  - An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
  - A copy of the substitute check or the following information to help us identify the substitute check: your name, your Account number, the check number, the amount of the check, the date of the check, and the name of the person to whom you wrote the check.
- C. REQUIREMENTS TO DEPOSIT A SUBSTITUTE CHECK** - You agree not to deposit substitute checks or checks bearing a substitute check legal equivalence statement (e.g., "This is a legal copy of your check. You can use it the same way you would use the original check.") to your Account without our prior written consent. Unless we agree otherwise in writing, our acceptance of such checks shall not obligate us to accept such items later, and we may cease doing so without prior notice. You agree to indemnify, defend, and hold us harmless from all losses, costs, claims, actions, proceedings, and attorney's fees that we incur because of any such checks that you transfer to or deposit with us, including without limitation, any indemnity or warranty claim that is made against us because:
- The check fails to meet the requirements for legal equivalence;
  - A claimant makes a duplicate payment based on the original check, the substitute check or paper, or electronic copy of either; or
  - A loss is incurred due to the receipt of the substitute check rather than the original check.

Upon our request, you agree to provide us promptly with the original check or a copy that accurately reflects all the information on the front and back of the original check when it was imaged.

## 16) YOUR ELECTRONIC FUNDS TRANSFERS

- A. ELECTRONIC FUND TRANSFER DISCLOSURE** - This Electronic Fund Transfer disclosure applies to consumer Accounts only. Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your Account. Please read this disclosure carefully because it tells you your rights and obligations for the Transactions listed. You should keep this notice for future reference.
- B. ATM AND DEBIT CARD TRANSFER TYPES AND LIMITATIONS** - Account access: You may access your eligible Account(s) by ATM using your ATM card and PIN or Visa® Debit Card and PIN, to:
- Make deposits to checking or savings Account(s); \*
  - Get cash withdrawals from checking or savings Account(s). However, for security reasons, there are limits on the total dollar volume of Transactions allowed daily using your ATM or Debit Card.
  - Transfer funds between checking and savings Account(s); \*
  - Make payments from checking or savings Account(s) to loan Account(s) with us; \*
  - Get information about the Account balance of checking or savings Account(s); or
  - Deposit funds (at our selected ATMs only). \*
- \* These ATM services are not available for customers of The Commerce Bank of Oregon and The Commerce Bank of Washington. Some of these services may not be available at all terminals.  
You may use your Visa® Debit Card to Debit an eligible designated Account to purchase goods or pay for services (in person, online, or by phone), to get cash from a merchant (if the merchant permits), or from a participating financial institution, and to do anything that a participating merchant will accept. You may not request a stop payment on a POS Transaction, Signature-Based Transaction, or cash advance.
- C. ELECTRONIC FUNDS TRANSFER FEES** - The Schedule of Fees for your Account explains the fees and other charges that apply to electronic fund transfers. Please carefully review the Schedule of Fees for your Account.  
When you use an ATM not owned by us, you may be charged a fee by the ATM operator [or any network used] (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).
- D. ADVISORY AGAINST ILLEGAL USE** - You agree not to use your Account(s) card(s), or to make other electronic Funds Transfers, for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that Transactions are lawful in all jurisdictions in which the cardholder may be located.
- E. ELECTRONIC FUND TRANSFERS INITIATED BY THIRD PARTIES** - You may authorize a third party to initiate electronic fund transfers between your eligible Account and the third party's Account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the ACH or other payments network. Your authorization to the third party to make these transfers can occur in several ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a

returned check charge can occur when a merchant provides you with notice and you go forward with the Transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third-party transfers will require you to provide the third party with your Account number and bank information. This information can be found on your check. Thus, you should only provide your bank and Account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- Preauthorized Credits. You may arrange for certain Direct Deposits to be accepted into your checking or savings Account(s).
- Preauthorized payments. You may arrange to pay certain recurring bills from your checking or savings Account(s).
- Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking Account using information from your check to pay for purchases or pay bills.
- Electronic returned check charge. You may authorize a merchant or other payee to initiate an electronic Funds Transfer to collect a charge in the event a check is returned for insufficient funds.

**F. TELEPHONE TRANSFERS** - You may access your eligible Account by telephone 24 hours a day using your PIN, a touch-tone phone, and your Account numbers, to:

- Transfer funds between checking and savings Accounts;
- Make payments from a checking or savings Account to loan Accounts with us; or
- Get information about:
  - The Account balance of checking or savings Account(s);
  - Deposits to checking or savings Accounts; or
  - Withdrawals from checking or savings Accounts.

**PLEASE NOTE:** Some types of telephone transfers require a separate written agreement.

If we permit telephone transfers between Accounts with us, they may be ordered by the same persons and under the same conditions generally applicable to withdrawals made in writing. Positive identification may be required before any Account information may be released or any transfers performed. You agree to hold the Bank harmless for such transfers provided the Bank acted on instructions from a person reasonably believed to be authorized. Transfer requests between Accounts with different titles or owners may need written authorization to be on file with the Bank from the owner of (or an authorized signer on) the other Account with the Bank. Such written authorization does not constitute a written plan in which periodic or recurring transfers are offered. The Bank is not obligated to process any transfer for which there are insufficient funds. Other Account restrictions disclosed elsewhere continue to apply. See the subsection entitled "Limitations on frequency of transfers" regarding limitations that apply to telephone transfers.

**G. TELEPHONIC, FACSIMILE, AND VOICEMAIL INSTRUCTIONS** - Except as provided in the section entitled "Electronic Fund Transfers – Your Rights and Responsibilities," we are not obligated to act upon or carry out instructions transmitted via telephone, facsimile, or voicemail unless we have agreed in a separate writing to do so.

**H. DIGITAL/ONLINE BANKING COMPUTER TRANSFERS** - You may access your eligible Account(s) by computer or mobile device by logging into the applicable Division's online banking website, or your Division mobile banking app, and using your login ID and password, to:

- Transfer funds between checking and savings Account(s);
- Make payments from checking or savings Account(s) to loan Account(s) with us;
- Make payments from checking Account(s) to third parties; or
- Get information about:
  - The Account balance of checking or savings Account(s);
  - Deposits to checking or savings Account(s);
  - Withdrawals from checking or savings Account(s); or
- Access additional services available in digital (online or mobile) banking.

Your acceptance of separate online and/or mobile banking agreements is required. Specific services within online and/or mobile banking may require acceptance of addenda or additional agreements. Please also see the "Limitations on frequency of transfers" subsection above regarding limitations that apply to computer transfers.

**I. DOCUMENTATION**

**I. Terminal transfers**

Where transfers are allowed, you can get a receipt at the time you make a transfer to or from your Account using an automated teller machine or POS terminal.

**II. Preauthorized Credits**

If you have arranged to have Direct Deposits made to your Account from the same person or company, you can call us at the phone number on your Account statement to find out whether or not the deposit has been made.

**III. Periodic statements**

You will get a monthly Account statement from us for your checking Accounts. You will get a monthly Account statement from us for your savings Accounts unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

**J. PREAUTHORIZED TRANSFERS AND PAYMENTS** - Right to stop electronic payment: If you have told us in advance to make recurring electronic payments out of your Account, you can stop these payments. Here is how:

Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 Business Days or more before the payment is scheduled to be made. If you call, we may require you to also deliver to us your request in writing within 14 days after you call. The payment will not be stopped unless the payment information provided to the Bank is correct.

Liability for failure to stop payment of preauthorized transfer: If you order us to stop one of these payments 3 Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

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

**K. LIMITATION ON LIABILITY** - We are not responsible or liable in any manner for any of the following: the refusal or delay of any other financial institution, any merchant, or any person to honor your card; any goods or services purchased with your card; any unsuccessful attempt to obtain prior credit authorization for any Transaction when the authorization system is not working (except and only to the extent described in the following subparagraph); and any unsuccessful attempt to use your card in an ATM when the ATM or system is not working or is temporarily closed or out of order (except and only to the extent described in the next subparagraph).

- L. LIABILITY FOR FAILURE TO MAKE ELECTRONIC FUND TRANSFERS** - If we do not complete an electronic fund transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as prescribed by the Federal Electronic Fund Transfer Act. However, there are some exceptions to our liability. We will not be liable, for instance:
- If, through no fault of ours, you do not have enough money in your Account to make the transfer, or if the transfer would create an Overdraft which would not be covered by or would exceed the credit limit on any Overdraft protection Account (or exceed funds available in any Account that has been linked for Overdraft protection) you have with us;
  - If the funds you are attempting to transfer are subject to legal process or other encumbrance restricting such transfer;
  - If the ATM where you are making the transfer does not have enough cash;
  - If the ATM or other electronic terminal or system was not working properly, and you knew about the breakdown when you started the transfer;
  - If circumstances beyond our control prevent the transfer despite reasonable precautions that we have taken; or
  - If any other exception stated in this Agreement or other governing electronic transfer service agreement (e.g., our Debit card agreement and online banking agreement) or by law applies.
- M. CONFIDENTIALITY** - We will disclose information to third parties about your Account or the transfers you make:
- Where it is necessary for completing transfers;
  - In order to verify the existence and condition of your Account for a third party, such as a Credit Bureau, or merchant;
  - In order to comply with government agency or court orders;
  - As disclosed in a separately provided privacy policy; or
  - If you give us your written permission.
- N. UNAUTHORIZED ACTIVITY, UNAUTHORIZED TRANSFERS -**

**I. Consumer liability**

**TELL US AT ONCE IF YOU BELIEVE YOUR CARD, PASSWORD, CODE, AND/OR OTHER ACCESS DEVICE HAS BEEN LOST OR STOLEN, OR IF YOU BELIEVE THAT AN ELECTRONIC FUND TRANSFER HAS BEEN MADE WITHOUT YOUR PERMISSION USING INFORMATION FROM YOUR CHECK. TELEPHONING IS THE BEST WAY OF KEEPING YOUR POSSIBLE LOSSES DOWN. YOU COULD LOSE ALL THE MONEY IN YOUR ACCOUNT (PLUS YOUR MAXIMUM OVERDRAFT LINE OF CREDIT).** If you tell us within 2 Business Days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within 60 days after the statement was sent or made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Our phone numbers, address, and business days are listed at the end of this disclosure in Section O.

**II. Fraud and Claim of Loss**

In cases of forgery, fraud, alteration, or other unauthorized activity, if you claim reimbursement, you must cooperate with us in investigating the loss. You must give us an affidavit with reasonable information, including specific items, amounts, and dates that are claimed. Although the Bank may be obligated to act in response to your claim, you also agree that you will report to law enforcement authorities the wrongdoing or any criminal act related to claims of lost or stolen checks, forgery, fraud, alteration, or unauthorized withdrawals or activity. After you have notified us, we will have a reasonable time to investigate the surrounding facts and circumstances and to make a determination of the validity of the claim. Other than action involving bad faith, we are not liable for any indirect, incidental, special, consequential, or punitive damages you may incur, including loss of profits, or for any of your attorney fees.

While seeking reimbursement from us, you agree not to waive or compromise any rights you have to recover the loss against any other person who may be liable to pay for or who has insured the loss. You are obligated to pursue these rights of repayment or insurance coverage; at our option, we may require that you assign those rights to us. If we are obligated to reimburse you for unauthorized or fraudulent items, our liability will be reduced by any insurance or other reimbursement proceeds you receive from other sources. In addition, any liability that we may incur for Funds Transferred to or intercepted by a person other than your intended payee shall be reduced by any amount or benefit ultimately received by your intended payee, directly or indirectly.

- O. TRANSFER ERRORS AND ERROR RESOLUTION** - In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this Agreement, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent or made available the FIRST statement on which the problem or error appeared.
- Tell us your name and Account number (if any);
  - Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information;
  - Tell us the dollar amount of the suspected error; and
  - If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days (5 Business Days for Visa® Debit Card POS Transactions processed by Visa and 20 Business Days if the transfer involved a new Account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (up to 90 days if the transfer involved a new Account, a POS Transaction, or a foreign-initiated transfer) to investigate your complaint or question.

If we decide to do this, we will Credit your Account within 10 Business Days (5 Business Days for Visa® Debit Card POS Transactions processed by Visa and 20 Business Days if the transfer involved a new Account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not Credit your Account. Your Account is considered a new Account for the first 30 days after the first deposit is made, unless each of you already has an established Account with us before this Account is opened.

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. Timeframes described herein may be different if your error or question does not claim unauthorized activity.

You may ask for copies of the documents that we used in our investigation by calling any of the phone numbers listed below.

CUSTOMER SERVICE

P.O. BOX 25787  
SALT LAKE CITY, UT 84125  
Business Days: Monday through Friday Excluding Federal Holidays  
Telephone Numbers:  
(800) 287-0301 – Amegy Bank  
(800) 400-6080 – California Bank & Trust  
(800) 497-8168 – National Bank of Arizona  
(800) 727-4743 – Nevada State Bank  
(800) 232-8948 – Vectra Bank Colorado  
(800) 789-BANK (2265) – Zions First National Bank

The Commerce Bank of Oregon  
1211 SW 5th Avenue, Suite 1250  
Portland, OR, 97204  
(503) 548-1000

The Commerce Bank of Washington  
Two Union Square, 601 Union St., Suite 3600  
Seattle, WA, 98101  
(800) 998-4035

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

- 17) ACH AND WIRE TRANSFERS** - Funds Transfers are subject to Applicable Laws and regulations in the Applicable State. Funds Transfer means the series of Transactions—beginning with your payment order—made for the purpose of making payment to the beneficiary of the order. A Funds Transfer is typically made via an ACH entry, or wire transfer. Unless otherwise prohibited or required by law or payment network rules. If you originate a Funds Transfer and identify an intermediary financial institution, a beneficiary financial institution, an Account and/or a beneficiary by both name and a number, we and each beneficiary financial institution may rely on the identifying number to make payment (even if the number identifies a financial institution, Account, or person different from the one identified by name). You agree that you and your ACH payment orders shall be bound and governed by the National Automated Clearing House Association (Nacha) rules. Under these rules, payments (originated by you or made to you) are provisional until final settlement is received by the receiving financial institution. If we have made a Funds Transfer available to you and do not receive final settlement or payment, you must return the funds, and we are entitled to deduct the funds from any of your Accounts with us. If we receive a payment order to Credit an Account you have with us by wire or ACH, we are not required to give you any notice of the payment order or Credit. Except as may be restricted or required by law, we reserve the right to reject any payment order without cause or prior notice, and may notify you of the rejection orally, electronically, or in writing. You agree to indemnify, defend, and hold us harmless for any loss, damage, claim, action, and liability that results, and any charges and costs we incur in connection with any request by you to amend or cancel a payment order. Our liability for any act or failure to act shall not exceed any direct resulting loss, if any, which you incur and payment of interest. Unless otherwise required by law, we will not be liable for any incidental, indirect, special, consequential, or punitive damages that you incur in connection with payment orders, even if we are aware of the possibility of such damages. Unless we agree otherwise in writing, any authorized signatory on your Account shall have authority to request wire and ACH transfers on that Account. If you have entered into a specific wire transfer agreement or ACH agreement with us, the provisions of such agreement shall in all respects be deemed applicable to any wire or ACH transfer instructions initiated by an Account signatory, even if that Account signatory has not been specifically identified in such wire or ACH transfer agreement as a person authorized to request wire or ACH transfers. The provisions contained in this Agreement supplement, but do not supersede, the provisions of any such wire or ACH transfer agreement.
- 18) FUNDS TRANSFERS** - This section generally does not apply to consumer Funds Transfers, except that this section does governs all Funds Transfers conducted by Fedwire, unless otherwise provided by law. Our sending or receipt of Funds Transfers under this Agreement is also subject to all Nacha rules and rules of the Board of Governors of the Federal Reserve System and their operating circulars. This Agreement controls Funds Transfers unless supplemented or amended in a separate written agreement or disclosure by us.
- A. FUNDS TRANSFER** - A Funds Transfer is completed by the acceptance of the payment order by the beneficiary's bank. Generally, a Funds Transfer under this section does not include any consumer Transactions/transfers referred to in the above Electronic Fund Transfer section. We may accept a payment order orally, electronically, or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment. Unless we have otherwise agreed in writing, we will notify you of funds Credited to your Account through your Account statement covering the period in which the funds were Credited. We are under no obligation to provide you with any additional notice or receipt. If a transfer instruction describes the person to receive payment inconsistently by name and Account number, payment may be made based on the Account number even if the Account number identifies a person different from the named person. If a transfer instruction describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution.
- B. AUTHORIZED ACCOUNT** - If you have not designated one, any Account you have with us is an Authorized Account so long as payment of a payment order from that Account does not violate any restriction on the use of that Account. Under no circumstances shall you give us a payment order that Debits your business or other non-consumer Account to facilitate an international transfer of funds by an individual sender for his or her personal, family, or household purposes.
- C. REJECTION OF YOUR PAYMENT ORDER** - There is no requirement or obligation that we accept any payment order on a Funds Transfer from you. If we reject your payment order and give you notice after the execution date, we are not liable to you for any interest on the funds in a non-interest-bearing Account.
- D. CUT-OFF TIME** - Payment orders (or amendments, including cancelations) not received prior to our Cut-Off time for Funds Transfers will be viewed and treated as received upon the opening of our next Funds Transfer Business Day. Our Funds Transfer Cut-Off times may vary, depending on the type of Funds Transfer orders and means of communicating orders (e.g., telephone or digital banking).

- E. PAYMENT OF YOUR ORDER** - You authorize us to withdraw from any Authorized Account the amount of any payment order we accept from you along with all expenses and fees. We are entitled to such withdrawal no later than the payment or execution date. ACH payment orders require prefunding unless otherwise agreed by us in writing. The Funds Transfer is completed when final settlement is received by the receiving bank or financial institution through a Federal Reserve Bank.  
You are not obligated to pay uncompleted payment orders, but you are still responsible to pay us all expenses and fees for our services. Nevertheless, if your instruction was for the Funds Transfer to be routed through an intermediate bank, and the intermediate bank has suspended payments and will not refund us, you are still obligated to pay us for the payment order. You will not be paid interest on any refund arising from non-acceptance of a payment order by the beneficiary's bank.
- F. SECURITY PROCEDURE** - You and we may set forth in a separate agreement or disclosure a "security procedure" which, when satisfied, shall be deemed to conclusively verify the authenticity of a payment order (or amendment, including cancellation) issued in your name. You agree and affirm that you have no unique circumstances affecting the commercial reasonableness of that security procedure unless your circumstances are disclosed to us for that purpose in a separate writing that we have received and signed. If we offer you a commercially reasonable security procedure and you refuse, you agree that we may rely upon and accept (and you will be obligated by) any payment order purporting to be from you or issued in your name—whether or not authorized—that we accept in good faith and in compliance with your chosen security procedure.
- G. DUTY TO REPORT UNAUTHORIZED OR ERRONEOUS PAYMENT** - You must exercise ordinary care to promptly review all payment orders and amendments (including cancellations) issued in your name that we accept for proper authorization, amount, and beneficiary, and any other errors. You must exercise reasonable promptness and ordinary care to discover and notify us of unauthorized or erroneous payment orders or Funds Transfers. You must notify us of the relevant facts with sufficient information to identify each specific Funds Transfer or payment order. Reasonable promptness will depend on the circumstances but will not under any circumstance exceed 14 days from the time you are notified of our acceptance or execution of the payment order (or amendment) or that the funds were withdrawn from your Account, whichever is earlier. Failure to provide us with timely notice shall preclude you from receiving interest on any returnable amount. If you fail to perform any of these duties to review, discover, and report an erroneous or unauthorized payment, and this failure causes us to incur a loss, you agree that you will be liable to us for the amount of the loss (not exceeding the amount of your order).
- H. IDENTIFYING NUMBER** - Unless otherwise prohibited or required by law or payment network rules, if you originate a payment order or Funds Transfer and identify an intermediary financial institution, a beneficiary financial institution, an Account and/or a beneficiary by both name and a number, we and each receiving or beneficiary financial institution may rely on the identifying number to make payment (even if the number identifies a financial institution, Account, or person different from the one identified by name).
- I. RECORDING OF ORAL OR TELEPHONE ORDERS** - Subject to Applicable Law, you consent, agree, and authorize that we may record any oral or telephone payment orders or amendments (including cancellations).
- J. NOTICE OF CREDIT** - You agree we are not required to give you notice of payment orders we receive that are Credited to your Account, but these payment orders will be reflected on your periodic statements.
- K. PROVISIONAL CREDIT** - You agree to be bound by the NACHA operating rules for any Funds Transfer through the ACH system, which provide that payments are provisional until final settlement is made through a Federal Reserve Bank.
- L. REFUND OF CREDIT** - If we have made a Funds Transfer available to you and do not receive payment or final settlement, you must return the funds, and we are entitled to deduct the funds from any of your Accounts with us.
- M. AMENDMENT OF FUNDS TRANSFER AGREEMENT** - Our right to amend any term of this Agreement by giving you reasonable notice in writing applies to all provisions governing Funds Transfers. With respect to provisions governing Funds Transfers, such notice may be given to you by delivery to anyone you have authorized to send payment orders in your name.
- N. CANCELLATION OR AMENDMENT OF PAYMENT ORDER** - You may amend or cancel your payment order only if communicated to us before our applicable Funds Transfer Cut-Off time and with a reasonable opportunity for us to implement it. Our Cut-Off times may vary, depending on the type of Funds Transfer order and means of communicating orders (e.g., telephone or online). The communication must be consistent with the security procedure applicable to communicating that type of Funds Transfers order.
- O. INTERMEDIARIES** - We are not responsible or liable for the acts of any intermediary in relation to your payment order or Funds Transfer, regardless of whether we selected the intermediary. We are not responsible for acts of God, outside agencies, or non-salaried Agents.
- P. LIMIT ON LIABILITY** - Except as prohibited by law, you waive any incidental, indirect, special, consequential, or punitive damages, including loss of profit, against us arising out of a payment order or Funds Transfer. We are also not liable for attorneys' fees arising from erroneous execution of a payment order or Funds Transfer.
- Q. ERRONEOUS EXECUTION** - If we pay you more in error than the amount of a payment order received, we are entitled to recover from you the amount paid in excess of the amount of that payment order, notwithstanding any claim you may have against the sender of the funds.
- R. DEADLINE FOR OBJECTION TO PAYMENT** - If we give you reasonable notice of a Funds Transfer made pursuant to a payment order issued in your name as sender (including but not limited to notice by a mailed Transaction confirmation, mailed periodic Account statement, email, SMS text message, or display in online banking), you shall have no claim (and be barred from claiming) that we are not entitled to retain payment for that Funds Transfer unless you notify us in writing of your objection to that payment order within the following time period following the date of the Funds Transfer:
- 60 days – National Bank of Arizona
  - 90 days – Amegy Bank, California Bank & Trust, The Commerce Bank of Oregon, The Commerce Bank of Washington, or Zions First National Bank
  - One year – Nevada State Bank or Vectra Bank Colorado
- PLEASE NOTE:** Any shorter time period specified in a separate written agreement or disclosure for a specific type of Funds Transfer (e.g., a telephone-based wire transfer agreement) shall govern over the foregoing time periods.

**19) YOUR SECURITY RESPONSIBILITIES** - You are responsible for preserving the confidentiality of your Account number(s), Account access device(s) (e.g., an ATM card, Debit Card, and/or PIN), and Account access credentials (e.g., online banking ID and password). Do not divulge or share your Account number(s), access device(s), or access credentials with anyone unless you are granting them full access to your money and know the other person will preserve the confidentiality of your Account information. Checks and electronic withdrawals are processed by automated methods, and *anyone* who obtains your Account number, access device, or access credentials could use them to withdraw money from your Account, with or without your permission.

- A. ACCOUNT NUMBERS; REMOTELY CREATED CHECKS** - If a thief obtains your Account number, the thief can create checks that look authorized and attempt to withdraw money from your Account. A Remotely Created Check can be created with your Account number and used to access money from your Account. A Remotely Created Check does not contain an authorized signature but can still be processed and paid.

For example, if you provide your Account number to someone over the telephone, that person can use the Account number to create a Remotely Created Check and withdraw money from your Account. If you have approved or authorized the creation of a Remotely Created Check, it is properly payable. We are not able to verify your authorization or intended amounts on Remotely Created Checks.

- B. ACCESS DEVICES AND ACCESS CREDENTIALS** - Except as may be limited by Applicable Law, giving your access device (e.g., an ATM card, Debit Card, and/or PIN) or Account access credentials (e.g., online banking password) with permission to use it means that you will be responsible for whatever withdrawals or transfers that person makes, even if that person exceeds the authority you granted that person, or any limitation on your own authority. Please review the additional information provided in connection with specific access devices.
- C. BLANK CHECKS** - You are responsible for safeguarding and preserving your blank checks, and you must notify us if you are missing any checks or suspect they have been lost or stolen. This duty to safeguard your checks includes monitoring access to blank checks or check stock, particularly if you allow others access to the physical area where checks may be stored, or if you are a business with employees or others who may have authorized or unauthorized access the checks. You will bear any loss arising from negligent control and safeguarding of your checks.
- D. ATM/NIGHT DEPOSIT FACILITY USE** - Please exercise care and discretion when using an ATM, a night deposit facility, or a drive-up or drive-thru facility (collectively, "Exterior Facilities"). The following suggestions may be helpful.
- Prepare in advance for your Transactions (for example, fill out a deposit slip at home) to reduce your time at the Exterior Facilities.
  - Record your Transactions in your checkbook or Account record but not while at the Exterior Facilities. Do not discard your ATM receipts at the ATM.
  - Reconcile promptly your records with your Account statements.
  - Do not lend your ATM card to anyone.
  - Always check to make sure you have not left your card at the ATM.
  - Safeguard and do not reveal your PIN. Treat and safeguard your ATM card as cash. Do not tell your PIN to others. Do not give anyone information regarding your ATM card or PIN over the telephone. Do not use your ATM card or enter your PIN in any ATM that does not look genuine, appears to have been modified, has a suspicious device attached (particularly to the card-scanning device of the ATM), or is operating in a suspicious manner. Do not write or keep record of your PIN where it can be discovered, such as your wallet or purse.
  - When entering your PIN, shield the area.
  - Notify us immediately in case of loss or theft of your ATM card.
  - Be aware of your surroundings and look out for suspicious activity, especially after sunset. Be sure the Exterior Facilities are well lit. Consider going with someone else when you use Exterior Facilities, especially at night. If you observe any problem or see suspicious behavior, go to another location.
  - Do not accept assistance from anyone you do not know when using an ATM or night deposit facility.
  - If you have not completed your Transaction and notice anything suspicious, consider canceling the Transaction and taking your card and leaving.
  - Do not display your cash and promptly put it where you intend to keep or carry it. Count the cash later when you are in a more secure area.
  - We recommend that at Exterior Facilities you secure your vehicle by locking all doors and rolling up all windows (except the driver's window). At drive-up or drive-through facilities, keep the engine running. Remain aware and alert as to your surroundings.
  - Please tell us if you see any problem or have concerns with a facility, such as a non-working light, suspicious activity, or if an ATM appears to be tampered with.

## 20) ACCOUNT CLOSURE

- A. HOW TO CLOSE YOUR ACCOUNT** - You may request to close your Account at any time. However, you should not close your Account until all the Transactions you arranged for have been paid, and you should leave enough funds to pay them and any fees. You are also responsible for canceling any electronic/ACH Debits or Credits to your Account. You are responsible for notifying us of any Transactions, whether Debits or Credits, that are still outstanding and have not cleared the Account. **YOUR ACCOUNT WILL NOT BE CLOSED UNTIL WE PROCESS YOUR REQUEST.** Please check your Account following your request date to ensure the Account has been closed. If your Account is closed for any reason, you authorize us to re-open your Account to process any Transactions authorized prior to Account closure, or for other purposes consistent with Applicable Law. **AS PART OF THE ACCOUNT CLOSURE, ANY ACCOUNTS LINKED TO THE CHECKING ACCOUNT AS OVERDRAFT PROTECTION WILL BE DE-LINKED.** You are responsible for any service fees, including charges for insufficient funds, Overdraft services, and the return of unpaid items, that may result from how we process the Transaction. If your Account is reopened, it may take up to 10 Business Days before your existing relationship rates and/or benefits are applied, if applicable. If your Account is closed before interest on the Account balance is scheduled to be posted, you will forfeit the interest. We will not reverse service fees charged to, or Credit forfeited interest on, your closed Account if the Account is later reopened at your request or by a Transaction posting to the Account as described above.
- B. OUR RESERVATION OF RIGHT TO CLOSE YOUR ACCOUNT** - We reserve the right to close your Account at our sole discretion. **IF YOUR ACCOUNT REACHES A ZERO BALANCE, YOUR ACCOUNT MAY BE CLOSED WITHOUT NOTICE.** If we elect to close your Account for other reasons, reasonable notice may be provided to you. We may freeze, limit activity, or otherwise condition your use of the Account after notice and prior to closure. If we suspect possible fraud or use of your Account in connection with illegal activities, we may close it immediately and notify you afterward. Upon closure, unless you make other arrangements with us, we will send you the balance of the Account via check to the last address the Bank has in its records for the Account. (If the Bank retains an open Account of yours, the Bank reserves the right to move the funds of the closed Account into the open Account.) The Bank may return items unpaid that are presented after Account closure. You agree that we shall be relieved of all responsibility for refusing to honor any check or other Item on a closed Account. Your obligations to indemnify us continue after the closing of your Account. Your agreement to these terms, and your monetary and nonmonetary obligations to us by law or under this Agreement (including without limitation any Overdraft or other amount that you may owe to us, our rights to indemnity, our rights to charge back or reverse amounts deposited to your Account or paid to you, your obligation to review statements and report errors or unauthorized entries, and your agreement to the dispute resolution provisions herein) shall all survive any closure of your Account or termination of this Agreement.
- C. DORMANT ACCOUNTS** - We may consider the Account dormant if there has been an extended period (determined by applicable state law based on your last known mailing address) without any client-initiated activity. The period of inactivity and any fees if applicable are set forth in the Schedule of Fees. Interest may not be paid on dormant Accounts, and we may impose any applicable service charges. We can close any Account at any time. It is our policy not to reverse service charges or re-Credit interest if a dormant or closed Account is subsequently reactivated or reopened.

- I. **Unclaimed Property** - The law generally requires that we transfer unclaimed property (e.g., Account balances, outstanding cashier's checks, or safe deposit box contents) to the state. Generally, the funds in your Account become unclaimed in the absence of any activity or communication with us for a number of years specified by the laws of the "Applicable State" (as defined in this Agreement). Once we have transferred unclaimed property to the state, we are no longer responsible or liable for it, or for expenses to reclaim the property. You are solely responsible for requesting return from the governing state agency. Unless prohibited by Applicable Law, we may charge a fee (disclosed in the Schedule of Fees) for discharging our legal responsibility.

## 21) ADDITIONAL ACCOUNT INFORMATION

### A. ADDITIONAL PROVISIONS AND TERMS

- I. **Account Products and Change of Account Products** - We are continually changing our Account products and the features that are offered with each product. You agree that we may change the product classification or choice of your Account so long as we give you notice of the change and the specific date on which the change will occur. For Accounts with early withdrawal penalties, adverse changes will not occur prior to the next maturity date on the Account. If you keep the Account open after the change date specified in the notice, you agree to the new Account product.
- II. **Legal Process** - This section applies when we receive any subpoena, order (including an ex parte order), writ (including a writ of attachment, execution, garnishment, or replevin), levy, search warrant, seizure warrant, forfeiture order, receivership order, or similar or other order purporting to apply to or affect your Account, including the taking or freezing of funds in your Account (collectively, "legal process"). If we receive any legal process, we can comply with or respond to that legal process without liability to you (subject to our security interest and offset rights). This ability exists notwithstanding the manner or validity of service or delivery, or the validity of the jurisdiction of the court or authority or agency issuing the legal process. You agree that the Bank may view itself and treat your Accounts as subject to court and agency jurisdiction in any state in which the Bank maintains a Branch or financial center. We may also issue an internal freeze or hold on the Account and await a final judicial order or determination regarding the legal action. Our ability to act in response to legal process includes legal process that may be against only one co-owner or against an authorized signer if the legal process so directs. We will not be liable if Account funds are not available for withdrawal or to pay items drawn on the Account. We may charge you Account the fee specified in any fee disclosure for responding to any legal process.
- III. **Attorneys' Fees, Collection Costs** - Without limiting our rights to recover attorneys' fees from customers of other Divisions, the following provision is applicable to customers of Zions First National Bank and Vectra Bank Colorado: In the event we reasonably need to engage legal counsel (including in-house counsel) in order to establish or enforce our rights or remedies under this Agreement (including but not limited to collecting Overdrafts, or recovering money, payments, or property improperly or erroneously paid, Credited, or delivered to you or received by you), or to defend against any claim asserted or to be indemnified by you, you agree to pay applicable attorneys' fees, costs, and other expenses incurred by us, whether or not any action is filed, and whether incurred before or after judgment.
- IV. **Currency Transaction Reporting** - We are required by law to obtain and report aspects of some certain cash Transactions, particularly larger cash Transactions. If we are unable to obtain the required information, we are prohibited from carrying out the Transaction.
- V. **Interest** - For any amount that you owe the Bank pursuant to this Agreement, including but not limited to Overdrafts, you agree to pay the Bank interest thereon at the rate specified in your Personal or Business Accounts Schedule of Fees (or Service Charge Information) from the time the amount becomes due until it is paid (or, if less, the maximum percentage allowed by law). If a different interest rate is specified in this or another written agreement for a particular type of obligation, then that contractual rate shall apply to that specified obligation.
- VI. **Internet Gambling Notice** - The Unlawful Internet Gambling Enforcement Act of 2006 prohibits any person, including a business, engaged in the business of betting, or wagering from knowingly accepting payments in connection with the participation of another person in unlawful Internet gambling. Such Transactions are termed "Restricted Transactions" (defined in 12 Code of Federal Regulations Part 233). Restricted Transactions are prohibited from being conducted or processed through your Account. Restricted Transactions include those in which Credit or proceeds of Credit (including credit cards); electronic fund transfers; or any checks, drafts, or similar instruments are knowingly accepted in connection with the participation of another person in unlawful Internet gambling. We have elected to not offer Accounts to organizations that offer or sponsor Internet gambling. You represent and warrant to us that you shall not conduct or process Restricted Transactions through your Account, and that you neither offer nor sponsor lawful or unlawful Internet gambling. Accounts receiving or processing Internet gambling Transactions are subject to closure.
- VII. **Trusts (Revocable) Obligated to Update** - Revocable trusts agree to be responsible to supply the Bank with sufficient documentation to establish the identity of successor trustees and to keep the Bank updated with any amendments that affect management or control of the trust Account, including any amendments to the designation of trustees or successor trustees.
- VIII. **Organization of Checking Accounts – Business and Wealth Services Customers** - We internally organize your checking Account so that it consists of two subaccounts — one being a Transaction or checking subaccount and the other being a non-Transaction subaccount. You will conduct your checking activity on the checking subaccount, and you cannot directly access the non-Transaction subaccount. We will automatically — without any additional action or request from you (or any cost to you) — transfer funds between the two subaccounts. Ordinarily, you will not be able to notice this two subaccounts organization or any impact on the operation of your checking Account but organizing your Account in this manner allows us to reduce costs. The two subaccounts organization will not affect or alter the ordinary FDIC coverage on your Account(s) and will not alter your statements or interest calculation for interest-bearing Accounts.
- IX. **Pass-Through Insurance** - You may wish to consult a professional adviser to determine if your Account is properly established and the records are being properly maintained in accordance with FDIC requirements for "pass-through" insurance. The Bank is not responsible for and will not make a determination relative to proper record maintenance of an Account seeking eligibility for "pass-through" insurance. As outlined in 12 Code of Federal Regulations 330, certain requirements, including recordkeeping requirements, must be met for certain fiduciary Accounts to benefit from pass-through FDIC insurance coverage. For the non-contingent interest of each participant to benefit for any available FDIC insurance coverage, the Bank's records must specifically disclose that the depositor holds the funds deposited in a fiduciary capacity. This means that the details of the fiduciary relationship between the depositor and its participants and the participant's interest in the deposits must be distinguishable.
- X. **Retention of Check Copies and Statements and Check Return** - We will not return your original paid checks or copies thereof in your periodic statements unless you request them, and we separately agree to provide that service. See your Schedule of Fees for applicable

fees. Some Account types may include return your original paid checks without your request. We retain copies of your processed checks and your Account statement pursuant to our internal retention schedule. You may request copies of specific processed checks or Account statements. See your Schedule of Fees for applicable fees.

**B. WAIVER**

- I. **Non-waiver** - We reserve the right to waive the enforcement of any of the terms of this Agreement with respect to any Transaction or series of Transactions you may conduct. Any such waiver does not affect our right to enforce any of our rights with respect to other customers, or to enforce any right with respect to later Transactions you may conduct.
- II. **Waiver of Notices** - We are not required to give, and you waive, any advance or prior notice of non-payment of, reversal because of non-collection of, dishonor of, or protest regarding any items Credited to or charged against your Account.

**22) SAFE DEPOSIT BOX LEASE AGREEMENT** - We lease safe deposit boxes ("Boxes") to lessees who are customers ("Lessees") on the terms of this Safe Deposit Box Lease Agreement. (Leased Boxes are subject to availability.) Any signature card ("Signature Card") executed in connection with this Agreement, which identifies the specific Box and the type of Box and contains other information, is governed by this Agreement. Lessees will be required to maintain a deposit Account at the Bank to which rent can be charged; closure of the deposit Account may result in closure or restricted access to the Box.

- A. **TERM** - The term of this Agreement is one year and shall be automatically renewed for successive one-year terms unless it is terminated as set forth herein.
- B. **FEES** - Safe deposit boxes shall be subject to applicable fees adopted by the Bank. Please refer to the Schedule of Fees for pricing information on safe deposit boxes.
- C. **RENT** - Lessees shall pay, in advance, the annual rent in the amount currently charged by Bank for similar safe deposit boxes at the same location. The initial annual rental amount is specified at Account opening. Such advanced payment may, at Bank's sole discretion, be required to be paid by auto Debit from a checking or savings Account at Bank. Bank may increase the rent for future renewal terms by sending notice to Lessees before the end of the then- current term. If the contents of the Box are not picked up upon the expiration or termination of this Agreement, rent may continue to accrue as long as the contents of the Box are in Bank's possession.

**D. TYPE OF BOX**

If the Box is a **Regular Box**:

- Access to the vault or room where the Box is located will only be permitted in the presence of an authorized Bank employee;
- Opening the Box may require concurrent action by a Bank employee (e.g., use of a dual key); and
- Bank shall exercise ordinary care to prevent unauthorized persons from gaining access to the Box.

If the Box is a **Self-Service Box**:

- No action by a Bank employee shall be necessary for the Box to be opened;
- Bank has no obligation to control or limit access to the Box or to the room where the Box is located or to have a Bank employee present when the Box is opened;
- Bank shall have no liability for any removal of property from the Box by anyone; and
- Lessees accept the decreased level of security of a Self-Service Box.

- E. **KEYS** - Lessees acknowledge receipt of two keys to the Box. Lessees shall pay to Bank a reasonable key deposit for each key, as specified in the Agreement provided to you when you open the Account, which may be refunded when the key(s) are returned to Bank. If a key is lost, Lessees shall notify Bank immediately and shall pay the expense of changing the lock and key(s) and repairing or replacing the Box if it is damaged in opening. Lessees shall not duplicate any key to the Box. Lessees shall not allow any person to have possession of a key to the Box other than a Lessee or a person who is identified on the Signature Card as being authorized to access the Box ("Authorized Parties"). Lessees shall not leave a key in the lock of the Box while absent from the vault or room in which the Box is located.
- F. **ACCESS** - Lessees may have access to the Box during such times as Bank's office where the Box is located is open to the public; a Lessee must sign the Bank's entry record prior to being given access. The right to open the Box is limited to Lessees, Authorized Parties, any other person duly authorized in writing by any Lessee in a form acceptable to Bank (for this Safe Deposit Box Lease section, an "Agent"), and any person authorized by law or court order. If the Box is rented in the name of more than one Lessee, any Lessee, any Authorized Party, or any Agent may have access to the Box, may remove and dispose of all or part of the contents of the Box, and may surrender the Box. Notwithstanding the foregoing, Bank may deny all persons access to the Box, and shall incur no liability therefor, where such denial is permitted or required by law or court order or Bank's reasonable interpretation thereof. Lessees shall indemnify, repay, and hold harmless the Bank with respect to all claims, losses, or damages resulting from Bank allowing access to or removal of the contents of the Box as provided in this Agreement.
- G. **RESTRICTIONS ON USE** - The Box shall not be used for any illegal purpose or to store any liquids, any explosives, any property that may become a nuisance, or any flammable, perishable, dangerous, or illegal property or substance. The Box may not be subleased. You agree not to store cash or currency (money) in your Box, but you may store cash or currency that does not generally circulate and is generally recognized as investment property (collectibles). Bank shall not be liable for any loss or damage to stored money, or for any loss from shipment of money arising from the Bank drilling or otherwise accessing the Box. The FDIC does not provide insurance for the contents of your Box. In case of damage or theft, Bank may be liable only if it was negligent in protecting the contents of your Box. It is up to you to obtain any insurance on the contents of your Box. Your insurance Agent can help you check whether any of your existing policies cover those contents against damage and theft. As Lessee, make sure you pack the contents of your deposit box in waterproof, airtight containers to reduce chances of damage. If the Bank drills or otherwise accesses your Box, and the Bank discovers that you keep weapons, firearms (including antiques or collectibles), or anything prohibited by this paragraph in your Box, the Bank is authorized to deliver the contents to law enforcement or other governmental agency or response authority, or to discard, or otherwise handle the contents according to the Bank's discretion, and the Bank will not be liable for such action.
- H. **LIMITATION OF LIABILITY** - Bank shall not be responsible or liable for:
  - Any loss of or damage to contents of the Box resulting from fire, theft, burglary, embezzlement, vandalism, terrorism, civil unrest or riots, war, flooding (natural or manmade), earthquakes, other natural disasters or Acts of God, criminal acts, or negligence of any person or entity, or use by anyone of a key that Bank has delivered to any Lessee, including loss or damage to data on magnetic tape, discs, or other media;
  - Any personal injury or damage resulting from any negligent or wrongful act committed at or near the location of the Box, except for those of Bank's Agents or employees;
  - Losses or damages arising from the Bank handling and disposing any firearms, weapons, or contents prohibited by this Agreement when the Box is drilled or otherwise accessed;

- Losses or damages resulting from Lessees' or their Agents' or Authorized Parties' failure to comply with this Agreement;
- Indirect, incidental, special, consequential, or punitive damages; or
- Property left in the vicinity of the Box (which Bank may dispose of in its discretion, without liability).

Bank is not required to provide additional equipment or security measures other than those Bank now has for protection against any of the risks described herein. No unauthorized access shall be inferred from any loss of property contained in the Box. Lessees assume all risk in connection with the contents of the Box. It is expressly understood and agreed that Bank is not an insurer of the contents of the Box. Insurance of contents of the Box is the sole responsibility of Lessee.

- I. **DEATH** - In the event of the death of any Lessee, the other Lessees shall notify Bank in writing of such death before accessing the Box, and access to the Box shall be limited to the extent required by law or legal process. Bank may allow a close relative, an executor, or administrator of the estate of a deceased Lessee to enter the Box for the sole purpose of searching for a will, trust agreement, or burial instructions, and Lessees shall hold Bank harmless against all losses and damages for allowing such access. Any will, trust agreement, or burial instruction removed from the safe deposit box may be logged by Bank. Upon the death of the last surviving Lessee, the Lessees' legal representatives may access the Box. At the time of death of one Lessee, any surviving joint Lessee is legally permitted to continue entering the safe deposit box.
- J. **SECURITY INTEREST** - Lessees grant Bank a security interest in the contents of the Box (and any of your deposit Accounts with the Bank) to secure all obligations of Lessees to Bank, including their obligations under this Agreement.
- K. **TERMINATION** - Bank may terminate the lease of the Box immediately if a Lessee breaches any term of this Agreement and may terminate for any other reason after 30 days' notice to a Lessee. If Bank moves or materially changes the location of the Box or Bank's hours of operations, any Lessee may terminate the lease of the Box by giving Bank notice within 15 days after notice of such relocation or change. Any Lessee may give Bank notice of nonrenewal at any time prior to the end of the then-current term, and this Agreement will terminate at the end thereof. If Bank has given any Lessee notice of a rent increase or of an amendment hereto less than 15 days prior to the end of the current term, any Lessee may terminate this Agreement by giving Bank notice within 20 days after Bank gave notice. Upon termination, Lessees shall surrender the Box and the key(s). Rent is not prorated if Lessee(s) cancel the lease during the term.
- L. **AMENDMENT** - The terms of this Agreement may be amended at any time by Bank, and such amendment shall be deemed accepted by Lessees unless any Lessee terminates this Agreement by giving Bank notice of termination within 15 days after Bank's notice of the amendment to any Lessee.
- M. **CONDITION OF BOX** - At the termination or expiration of this Agreement, Lessees will surrender the Box in as good a condition as when leased, reasonable use excepted, and shall pay Bank the cost of repairs made necessary by their failure to do so.
- N. **DISPOSITION OF UNCLAIMED CONTENTS** - If Lessees do not remove the contents of the Box upon termination or expiration of this Agreement, Bank may open the Box. If Lessee has unsatisfied obligations to Bank, Bank shall have the rights of a secured creditor under the Uniform Commercial Code, including the right to sell the contents of the Box and apply the proceeds of such sale to satisfy such obligations. To the extent such contents are not used to satisfy such obligations, Bank shall comply with the applicable unclaimed property law.
- O. **RIGHTS AND REMEDIES OF BANK** - In addition to Bank's rights under this Agreement, Bank shall have all rights granted to lessors of safe deposit boxes by Applicable Law. Each Lessee is liable for obligations and for any breach by any other Lessee. Lessees shall be liable to Bank for any costs, expenses, or damages resulting from any breach of this Agreement by Lessees, including Bank's expenses and attorneys' fees in enforcing its rights under this Agreement.
- P. **NOTICES** - All notices shall be sent in writing by mail, except when you and we have agreed notice may be given electronically. Bank may send any notice to the address for any Lessee in Bank's records, and such notice will be effective for all Lessees. Lessees shall notify Bank of any change in any Lessee's address. Lessees shall send to or deliver all notices to the Bank office at which the Box is located or such other address we may give you. Notices shall be effective five days after mailing or upon actual receipt, if earlier.
- Q. **MISCELLANEOUS** - This Agreement is binding on the parties' heirs and legal representatives. No waiver by Bank of performance of an obligation shall be a waiver of any subsequent requirement. Lessees may not assign their rights under this Agreement.

## 23) RESOLUTION OF DISPUTES CONCERNING CONSUMER DEPOSIT ACCOUNTS AND SERVICES

### A. DEFINITIONS: IN THIS RESOLUTION OF DISPUTES SECTION

- "Agreement" has the meaning set out in Section 1 above.
- "Party" means either "You" (as defined in Section 1 above) or the Bank, depending on the context and "Parties" means You and the Bank collectively.
- We," "us," "our" and "ours" mean the Bank; the Bank's Divisions, assignees and successors; and the Bank's employees, directors, officers, shareholders, members and representatives.

B. **WHAT IS A CONSUMER DEPOSIT ACCOUNT?** A Consumer Deposit Account (in the remainder of this Resolution of Disputes Section, a "Consumer Account") is a deposit account opened or maintained in the name of one or more natural persons and used primarily for personal, family, or household purposes. All other types of deposit accounts, including but not limited to accounts used primarily for commercial or business purposes, are Business Deposit Accounts, not Consumer Accounts, regardless of whether any of the account's authorized signers is a natural person.

C. **WHAT IS A DISPUTE?** "Dispute" has the broadest reasonable meaning, including any controversy or claim that: (a) arises as of the earliest date that any Consumer Account related to the Dispute was opened and (b) relates in any way to this Agreement, the breach this Agreement, a Consumer Account, Consumer Account-related services, Consumer Account errors, or unauthorized transactions concerning a Consumer Account, regardless of the legal theory asserted or remedy sought. "Dispute" specifically includes any controversy or claim made by or against any Consumer Account authorized signer or authorized user, and the beneficiary, Agent, representative, predecessor, successor, heir, or assignee of such authorized signer or authorized user.

"Dispute" does not include any disagreement about the validity, enforceability, meaning, or scope of this **Resolution of Disputes Concerning Consumer Deposit Accounts** Section, including but not limited to the **Arbitration Provisions** below. All such disagreements will be resolved in court proceedings, not by Arbitration.

D. **MANDATORY INFORMAL DISPUTE RESOLUTION:** If you have a Dispute with the Bank, you must first contact us by telephone, Amegy Bank (800) 287-0301, California Bank & Trust (800) 400-6080, National Bank of Arizona (800) 497-8168, Nevada State Bank (800)727-4743, The Commerce Bank of Oregon (503) 548-1000, The Commerce Bank of Washington (800) 998-4035, Vectra Bank Colorado (800) 232-8948, Zions First National Bank (800) 789-2265, by US Postal Service mail directed to the following U.S. Postal Service address : Amegy Bank, P.O. Box 4836, Houston, TX, 77210-4837, California Bank & Trust, P.O. Box 489, Lawndale, CA, 90260, National Bank of Arizona, P.O. Box 80440, Phoenix, AZ,

85060-0440, Nevada State Bank, P.O. Box 990, Las Vegas, NV, 89125-0990, The Commerce Bank of Oregon, 1211 SW 5<sup>th</sup> Avenue, Suite 1250, Portland, OR, 97204, The Commerce Bank of Washington, Two Union Square, 601 Union St., Suite 3600, Seattle, WA, 98101, Vectra Bank Colorado, P.O. Box 5160, Denver, CO, 80217-5160, Zions First National Bank, P.O. Box 30709, Salt Lake City, UT, 84130 or by visiting one of the Bank's Branch offices, to let us know of your concerns and we will confer with you in a mutually convenient manner; for example, in person, by telephone, US Postal Service correspondence, to try to resolve the Dispute as quickly and easily as possible.

A Party must participate in this Informal Dispute Resolution process (with or without a Dispute Review Request) before that Party may commence legal proceedings in court to resolve a Dispute. Each Party shall have the right to demand that a court, rather than an arbitrator, determine whether any Party has complied with this Informal Dispute Resolution Process in good faith.

If you and the Bank participate in the Informal Dispute Resolution process but are unable to resolve the Dispute, then you and the Bank agree that the Dispute will be resolved as provided in the following Arbitration Provisions.

**E. ARBITRATION PROVISIONS**

**THE FOLLOWING PROVISIONS EXPLAIN HOW DISPUTES BETWEEN YOU AND THE BANK WILL BE RESOLVED THROUGH ARBITRATION AND INCLUDE TIME LIMITS ON THE INITIATION OF DISPUTE RESOLUTION AND LIMITATIONS ON THE PROCEDURES AVAILABLE TO RESOLVE A DISPUTE INCLUDING A JURY TRIAL WAIVER, A CLASS ACTION LITIGATION WAIVER, AND A PRIVATE ATTORNEY GENERAL LITIGATION WAIVER. THESE PROVISIONS ALSO INCLUDE INSTRUCTIONS FOR REJECTING ARBITRATION TO RESOLVE A DISPUTE. PLEASE READ ALL THE ARBITRATION PROVISIONS CAREFULLY.**

**F. WHAT IS ARBITRATION?**

Arbitration is an out-of-court method for resolving a Dispute. Instead of a judge or jury resolving the Dispute, a neutral professional decision-maker called an "arbitrator" will read written submissions and/or listen to oral testimony presented by each side and decide who prevails. The arbitrator's decision is called an "award." The award is final and binding on both you and the Bank and can be enforced by the courts. Under this Agreement, most Disputes above the jurisdictional limit of small claims court are subject to binding Arbitration and (unless otherwise prohibited by law) **NO DISPUTE MAY BE RESOLVED BY TRIAL BEFORE A JURY, IN CLASS ACTION LITIGATION, IN PRIVATE ATTORNEY GENERAL LITIGATION, OR LITIGATION OTHERWISE BROUGHT IN THE PUBLIC INTEREST.**

Arbitration will:

- be governed by the Federal Arbitration Act ("FAA") and shall be interpreted in the broadest way the FAA, other federal law, and state law will allow, and
- 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.

**G. HOW DOES ARBITRATION WORK?** Arbitration will be conducted by the American Arbitration Association ("AAA") according to the AAA's applicable *Consumer Arbitration Rules* ("AAA Rules") and will be decided by a single arbitrator in a manner consistent with these Arbitration Provisions. The AAA Rules are available on AAA's website (<https://www.adr.org>) or by calling 1-800-778-7879. The AAA Rules may limit discovery, and federal and state rules of civil procedure or discovery will not apply to the Arbitration. If there is a conflict between the AAA Rules and the requirements of these Arbitration Provisions, the arbitrator will follow these Arbitration Provisions, including their prohibitions on class and representative Arbitration.

If, for any reason, the Arbitration cannot be conducted by AAA and the Parties cannot agree on a substitute Arbitration services provider, a court shall select the substitute Arbitration provider. You agree that in no event may any Arbitration be managed or conducted without the Bank's consent by any Arbitration services provider that would permit class or representative Arbitration.

The exchange of information between the parties in Arbitration is typically limited to the expeditious and reasonable production of relevant, non-privileged documents. Either Party may direct the arbitrator to take reasonable steps to honor legally recognized claims of privilege and to protect confidential or sensitive information.

The arbitrator's award will be made in accordance with applicable law and will be in writing. Any Party to the Arbitration may direct the arbitrator to provide a brief written explanation of the award. The arbitrator's award binds only the parties named in the Arbitration and does not impair the rights of any other Party. Judgment on the Arbitration award may be entered in any court of competent jurisdiction.

**H. WHAT TYPES OF DISPUTES ARE SUBJECT TO ARBITRATION?** All Disputes are subject to Arbitration with the following exceptions:

- Disputes in which either you or the Bank seek to recover an amount of money (excluding fees and costs) within the jurisdictional limit of the small claims court where your Account is located – see the **Determining Where a Consumer or Business Deposit Account is Located** Section below. These Disputes must be initiated in small claims court and remain there until resolved.
- Debt collection actions the Bank initiates against you in court. However, if the Bank initiates a debt collection action against you in court, and you assert a Dispute against the Bank in that action, the Bank may, but is not required to, elect to resolve both the Dispute and the debt collection matter in Arbitration.

**I. ARE THERE LIMITS ON THE FORM OF ARBITRATION THAT MAY BE USED TO RESOLVE A DISPUTE?**

Yes, under these Arbitration Provisions, unless prohibited by law, neither you nor the Bank may:

- join or consolidate Disputes by or against others in the same Arbitration as a representative or member of a class or otherwise,
- act in any Arbitration in the interests of the general public, or
- act in any Arbitration as a private attorney general.

If any of these limits on the form of Arbitration is found to be illegal or unenforceable as between you and the Bank, these Arbitration Provisions (**except this sentence, the waiver of trial before a jury, the waiver of participation in class action litigation, and the submission of certain Disputes exclusively to small claims court**) will be unenforceable.

**J. MUST THE BANK NOTIFY YOU THAT IT CHOOSES TO RESOLVE A DISPUTE BY ARBITRATION?**

Yes. If, after participating in the Informal Dispute Resolution process described above, the Bank chooses to resolve a Dispute by Arbitration, it will first send you written notice ("Bank Notice of Arbitration") of its decision to do so by first-class U.S. Postal Service mail directed to the address the Bank maintains for you in its deposit Account records. The Bank Notice of Arbitration will include, to the extent the Bank has such information, a summary statement of the nature and monetary amount of the Dispute and the Account number of each Consumer Account the Bank believes is related to the Dispute.

**K. MUST YOU NOTIFY THE BANK THAT YOU CHOOSE TO RESOLVE A DISPUTE BY ARBITRATION?**

Yes. If, after participating in the Informal Dispute Resolution process described above, you choose to resolve a Dispute by Arbitration, you must first give the Bank written notice of your intention to proceed to Arbitration ("Accountholder Notice of Arbitration") by first-class U.S. Postal Service mail directed to the following address: : Amegy Bank, P.O. Box 4836, Houston, TX, 77210-4837, California Bank & Trust, P.O. Box 489, Lawndale, CA, 90260, National Bank of Arizona, P.O. Box 80440, Phoenix, AZ, 85060-0440, Nevada State Bank, P.O. Box 990, Las Vegas, NV, 89125-0990, The

Commerce Bank of Oregon, 1211 SW 5<sup>th</sup> Avenue, Suite 1250, Portland, OR, 97204, The Commerce Bank of Washington, Two Union Square, 601 Union St., Suite 3600, Seattle, WA, 98101, Vectra Bank Colorado, P.O. Box 5160, Denver, CO, 80217-5160, Zions First National Bank, P.O. Box 30709, Salt Lake City, UT, 84130. The Accountholder Notice of Arbitration must:

- state that you choose to resolve your Dispute by Arbitration,
- state that at the time the Dispute arose, you were an authorized signer on each Consumer Account related to the Dispute,
- be signed by you or a lawyer you have personally hired,
- provide your full name and a phone number for you or your lawyer, and
- be postmarked within one (1) year after the Dispute arises or within two (2) years after the Dispute arises if a Consumer Account related to the Dispute is located in Texas. The date on which a Dispute arises shall be determined under the law of the state where the Account related to the Dispute is located. – see the **Determining Where a Consumer Account or Business Account is Located** Section below.

**PLEASE NOTE:** Providing an Accountholder Notice of Arbitration to the Bank **DOES NOT INITIATE ARBITRATION**. Arbitration must be initiated as provided in the AAA Rules or the analogous rules of a substitute Arbitration services provider.

- L. WHO PAYS FOR ARBITRATION?** If the Bank initiates Arbitration, it will pay its own Case Filing Fee and your Single Consumer Case Filing Fee as required by AAA Rules. If you initiate Arbitration, you are responsible for paying your own Single Consumer Case Filing Fee; the Bank will pay its own Case Filing Fee. All other fees and Arbitrator Compensation shall be payable by the parties as required by AAA Rules. In an Arbitration proceeding, any Party may choose to be represented by legal counsel. However, each Party shall be responsible for their own attorney's fees, expert fees, and expenses. The AAA Rules allow the arbitrator to award costs and fees (including attorneys' fees and costs) to the extent permitted by applicable law. If the Bank prevails, it will not recover its Arbitration fees from you unless the arbitrator determines your Dispute was frivolous.
- M. WILL YOU BE REQUIRED TO TRAVEL FOR ARBITRATION?** No. Most Arbitration proceedings can be handled through written submissions to the arbitrator. If any Party requests to have a hearing in the Arbitration, the hearing may be conducted by telephone or videoconference. However, if an in-person hearing is to be held but the parties do not agree on the site of the Arbitration hearing, AAA will initially propose a location for the Arbitration. If a Party does not agree with AAA's proposal, that Party can ask the arbitrator to make a final determination.
- N. WHAT HAPPENS IF YOU OR THE BANK DISAGREES WITH THE ARBITRATOR'S RESOLUTION OF A DISPUTE?**  
The arbitrator's award on a Dispute shall be final and binding on both you and the Bank unless, within thirty (30) days after notice of the award is provided to the parties, a Party appeals the award in writing to the AAA. The parties agree that an appeal from the arbitration award shall be initiated and conducted under the AAA Optional Appellate Arbitration Rules ("AAA Appellate Rules") including the related Administrative Fee Schedule. In the event of a timely appeal, the award will be reviewed by a panel of three (3) arbitrators selected by AAA. On appeal, the appellate panel will review the award "de novo" based on the record presented to the initial arbitrator. This means that the appellate panel will make its own findings of fact, draw its own conclusions of law, and reach its own decision rather than deferring in any manner to the original arbitrator. The appellate panel cannot consider any facts or arguments not presented in the original Arbitration. Any decision reached by at least a majority of the appellate panel will be final and binding on you and the Bank.
- O. WHAT HAPPENS IF NEITHER YOU NOR THE BANK CHOOSES ARBITRATION TO RESOLVE A DISPUTE?**  
If neither you nor the Bank chooses Arbitration to resolve a Dispute, you and the Bank agree to resolve the Dispute in court before a judge sitting without a jury (or before the equivalent finder of fact in small claims court if the amount of money you seek to recover in the Dispute, excluding fees and costs, is within the jurisdictional limit of the small claims court) – **THIS IS A JURY TRIAL WAIVER**. You and the Bank further agree that you will not join or consolidate a Dispute with one or more Disputes (of any nature) asserted against the Bank in the same litigation, as a representative or member of a class of claimants, or otherwise – **THIS IS A CLASS ACTION LITIGATION WAIVER**. You and the Bank further agree that you will initiate or maintain a Dispute on your individual basis only, and not on a private attorney general basis or otherwise in the interests of the general public – **THIS IS A PRIVATE ATTORNEY GENERAL AND PUBLIC INTEREST LITIGATION WAIVER**.
- P. MAY YOU REJECT ARBITRATION AS A METHOD OF RESOLVING DISPUTES?**  
Yes. You may reject Arbitration as a method for resolving Disputes by sending a written rejection notice ("Rejection Notice") to the Bank by first-class U.S. Postal Service mail directed to the following address: Amegy Bank, P.O. Box 4836, Houston, TX, 77210-4837, California Bank & Trust, P.O. Box 489, Lawndale, CA, 90260, National Bank of Arizona, P.O. Box 80440, Phoenix, AZ, 85060-0440, Nevada State Bank, P.O. Box 990, Las Vegas, NV, 89125-0990, The Commerce Bank of Oregon, 1211 SW 5<sup>th</sup> Avenue, Suite 1250, Portland, OR, 97204, The Commerce Bank of Washington, Two Union Square, 601 Union St., Suite 3600, Seattle, WA, 98101, Vectra Bank Colorado, P.O. Box 5160, Denver, CO, 80217-5160, Zions First National Bank, P.O. Box 30709, Salt Lake City, UT, 84130 The Rejection Notice must be postmarked within forty-five (45) days of either the earliest date that any Consumer Account related to the Dispute was opened or the date the Bank gave you notice of these Arbitration Provisions, whichever comes later. The Rejection Notice must state that you reject Arbitration as a method of resolving Disputes and must include your name, US Postal Service address, Consumer Account number(s) to which the Rejection Notice applies, the date of the Deposit Account Agreement (found on the first page), and your original signature. The Bank's receipt of a Rejection Notice that satisfies all these requirements means that the Bank will not require you or any other authorized signers on the Consumer Account(s) you identify to resolve Disputes through Arbitration. However, a Rejection Notice will not apply to (a) the Arbitration of any Dispute that you or the Bank initiated with AAA prior to the date of the Rejection Notice or (b) the dispute resolution provisions applicable to any other financial product or service relationship that you or any other authorized signer on the Consumer Account(s) have with the Bank.  
If you reject Arbitration as a method for resolving Disputes, you and the Bank agree to resolve all Disputes in court before a judge sitting without a jury (or before the equivalent finder of fact in small claims court if the amount of money either you or the Bank seek to recover in the Dispute, excluding fees and costs, is within the jurisdictional limit of the small claims court) – **THIS IS A JURY TRIAL WAIVER**. You and the Bank further agree that you will not join or consolidate a Dispute with one or more disputes (of any nature) asserted against the Bank in the same litigation, as a representative or member of a class of claimants or otherwise – **THIS IS A CLASS ACTION LITIGATION WAIVER**. You and the Bank further agree that you may initiate or maintain a Dispute on an individual basis only, and not on a private attorney general basis or otherwise in the interests of the general public – **THIS IS A PRIVATE ATTORNEY GENERAL AND PUBLIC INTEREST LITIGATION WAIVER**.  
All other provisions of your Deposit Account Agreement will remain in effect, including your other rights and responsibilities concerning your Consumer Account(s).
- Q. IS THERE A DEADLINE FOR CHOOSING ARBITRATION OR INITIATING A NON-JURY COURT PROCEEDINGS TO RESOLVE A DISPUTE?**  
**Yes. An election of Arbitration or a non-jury trial to resolve a Dispute must be made within one (1) year after the Dispute arises or within two (2) years after the Dispute arises if this Resolution of Disputes Concerning Consumer Deposit Accounts Section is governed by Texas law. The date on which a Dispute arises shall be determined under the law of the state where the Account related to the Dispute is located.** Please see the **Determining Where a Consumer Account or a Business Account is Located** Section below. Either Party may choose Arbitration to resolve a Dispute after the other Party has filed a Complaint in court for that purpose by filing a motion to compel Arbitration with the court and submitting the required AAA forms and applicable filing fees to AAA.

- R. **IS THE ARBITRATION CONFIDENTIAL?** Yes. You and the Bank agree to keep confidential all aspects of the Arbitration, any confidential information produced in the Arbitration and any Arbitration award or decision. But either Party may disclose such information to the extent needed to pursue the Arbitration or to appeal or confirm any award. At either Party's request, the arbitrator shall enter an order protecting confidential information.
- S. **SURVIVAL & SEVERABILITY OF TERMS:** No portion of these Arbitration Provisions shall be interpreted or applied in a manner prohibited by law and if any part of these Arbitration provisions is found to be invalid, the remainder of the Arbitration provisions shall remain in effect. Except as provided in the **ARE THERE LIMITS ON THE FORM OF ARBITRATION THAT MAY BE USED TO RESOLVE A DISPUTE?** Section above, if any part of these Arbitration Provisions is determined to be invalid or unenforceable as to any claim or request for a remedy asserted in a Dispute, you and the Bank agree to arbitrate all claims and remedies subject to Arbitration to resolution before submitting any remaining claims or remedies (such as a request for a public injunction remedy) to court proceedings which shall be non-jury. Please see the Reservation of Rights Section below for information on seeking provisional or ancillary remedies from a court during Arbitration. This **Resolution of Disputes Concerning Consumer Deposit Accounts** Section will remain in effect even if other terms or provisions are added to, deleted from, or revised in this Agreement; a Consumer Account related to a Dispute is closed; the relationship between you and the Bank changes; or any Party is subject to bankruptcy or insolvency proceedings.
- T. **RESERVATION OF RIGHTS:** The commencement of Arbitration will not prevent either you or the Bank at any time from (a) seeking and obtaining from a court of competent jurisdiction provisional or ancillary remedies such as preliminary injunctive relief, temporary restraining orders, attachment, replevin, garnishment, and/or the appointment of a receiver; or (b) using any lawful self-help remedies such as setoff, repossession rights or non-judicial foreclosure of collateral. The exercise of such rights by you or the Bank in connection with a Dispute shall not constitute a waiver of that Party's right or responsibility to choose or proceed with Arbitration of the remainder of the Dispute.

#### 24) RESOLUTION OF DISPUTES CONCERNING BUSINESS DEPOSIT ACCOUNTS AND SERVICES

- A. **WHAT IS A BUSINESS DEPOSIT ACCOUNT?** A Business Deposit Account ("Business Account") is any deposit account opened or maintained at the Bank other than a Consumer Deposit Account as defined above.
- B. **WHAT IS A DISPUTE?** "Dispute" has the broadest reasonable meaning, including any controversy or claim arising out of or relating to this Agreement, the breach this Agreement, a Business Account, Business Account-related services, Business Account errors, or unauthorized transactions, regardless of the legal theory asserted or remedy sought. The term "Dispute" specifically includes any claim made by or against any Business Account owner, authorized signer or authorized user; or the beneficiary, employee, Agent, representative, predecessor, successor, heir, assignee, bankruptcy trustee, affiliate, parent, or subsidiary of the Business Account owner. The term "Dispute" also includes any claim relating to the validity, enforceability, meaning, or scope of this Resolution of Disputes Concerning Business Deposit Accounts Section. If any Authorized Signer or Authorized User of a Business Account (each and collectively, "You") has a Dispute with the Bank, we hope to resolve it over the telephone or in a Bank Branch. If you and the Bank are unable to resolve a Dispute by these methods, you and the Bank agree to resolve all Disputes in court before a judge sitting without a jury – **THIS IS A JURY TRIAL WAIVER**. The only exception to this agreement is for Disputes that you or the Bank file in small claims court and that remain in small claims court until resolution.

This **Resolution of Disputes Concerning Business Deposit Accounts** Section will remain in effect even if other terms or provisions are added to, deleted from, or revised in this Agreement; a Business Account related to a Dispute is closed; the relationship between you and the Bank changes; or either Party is subject to bankruptcy or insolvency proceedings.

#### **GOVERNING LAW, JURISDICTION, AND VENUE FOR NON-JURY TRIAL OF DISPUTES CONCERNING A CONSUMER ACCOUNT OR BUSINESS ACCOUNT**

Any Dispute concerning either a Consumer Account or Business Account shall be governed by federal law and, when not superseded by federal law, the law of the state where that Account is located.

If you file any lawsuit or other legal proceeding against the Bank that concerns a Dispute, you agree to do so in an appropriate court in the state where the Consumer Account or Business Account related to the Dispute is located. If the Bank files any lawsuit or legal proceeding against you that concerns a Dispute, you consent to jurisdiction and venue in an appropriate court in the state where the Consumer Account or Business Account related to the Dispute is located.

#### C. **DETERMINING WHERE A CONSUMER ACCOUNT OR A BUSINESS ACCOUNT IS LOCATED**

Notwithstanding any other provision of this Agreement,

- If a Consumer Account or Business Account was applied for in person at one of our banking offices, then that account is located in the state specified in the address of record provided by the individual(s) making the application. For Consumer Accounts and Business Accounts with more than one authorized signer, the location of the account is the state specified in the address of the individual whose name appears first on the Account application.
- If a Consumer Account or Business Account was applied for in person, but at a place other than one of our banking offices, then that account is located in the state where the banking office nearest the place of application is located.
- If a Consumer Account or Business Account was applied for by mail, digitally, or through other non in-person means, and the address of record for the account provided by the individual(s) making the application was in a state where the Bank had a banking office at the time of application, then the Account is located in that state. For Consumer Accounts and Business Accounts with more than one authorized signer, the location of the account is the state specified in the address of the individual whose name appears first on the Account application.
- In all other cases, including situations in which not all the Consumer Accounts or Business Accounts related to a Dispute are located in the same state, all such Accounts will be deemed to be located in Utah.