

Terms of Service Agreement Verified by Visa

Welcome and thank you for choosing to use the *Verified by Visa* authentication service ("*Verified by Visa*"). Please read this Terms of Service Agreement (this "Agreement") carefully before using *Verified by Visa*. In this Agreement, "Vectra Bank Colorado," "we," "us," and "our" refer to Vectra Bank Colorado and our suppliers of card processing and web-hosting services ("Providers"); and "you," "your," or "yours" refers to the user of *Verified by Visa*.

This Agreement supplements and is incorporated in our cardholder agreement(s) with you ("Cardholder Agreement"). In addition to this Agreement, *Verified by Visa* also is subject to the Cardholder Agreement governing the card transactions for which *Verified by Visa* is used. In the event of any conflict between this Agreement and the Cardholder Agreement, the Cardholder Agreement shall control.

1. DESCRIPTION OF *Verified by Visa*

Verified by Visa provides a way of increasing security in online and other transactions for which *Verified by Visa* is used, by reducing the chances of fraud for those transactions. Registering for *Verified by Visa* involves providing personal information to us, which is then used to confirm your identity during the registration process. You will then select a password ("Password") which you will use in connection with future online transactions or other transactions for which *Verified by Visa* is used. *Verified by Visa* also may be used for record keeping and reporting purposes, as well as to help resolve any transaction disputes. Your Registration Data, as defined in Section 3, and other personal information is not shared with the merchant.

2. ACCEPTANCE OF TERMS

- a. We may update this Agreement from time to time without notice to you. You can review the most current version of this Agreement at any time this web site. You shall also be subject to any guidelines or rules applicable to *Verified by Visa* that may be posted from time to time on this web site.
- b. You agree that creation of a *Verified by Visa* account Password, and/or use of *Verified by Visa*, will represent your acceptance of this Agreement and that continued use of *Verified by Visa* after revisions to this Agreement shall constitute your agreement to such revised terms and any applicable posted guidelines or rules.
- c. Unless explicitly stated otherwise, any new features that augment, enhance or otherwise change *Verified by Visa* shall be subject to this Agreement.
- d. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, *Verified by Visa* (or any part thereof) with or without notice.

3. YOUR REGISTRATION OBLIGATIONS

You agree to:

- a. Provide true, accurate, current and complete information about yourself as prompted by the registration form for *Verified by Visa* ("Registration Data"); and
- b. Maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any Registration Data that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that your Registration Data is untrue, inaccurate, not current or incomplete, we have the right to suspend, terminate, or refuse your current or future use of *Verified by Visa* or your card account.

4. REGISTRATION

- a. In order to use *Verified by Visa*, you must provide certain information to us that allows us to validate your identity and verify that you are the owner of or an authorized user of the specified credit card(s) or debit card(s). The information that you provide may be validated against information we already have on file that is associated with you, your credit card(s) or debit card(s), information we receive from one or more third parties, or information maintained by a third party.

- b. If you are unable to provide adequate information for us to validate your identity, we have the right to not allow you to register for *Verified by Visa*. You warrant that the information is correct and that you have the legal right to use all of the credit cards and debit cards that you register for *Verified by Visa*.
- c. If you do not successfully register for *Verified by Visa*, the merchant may not accept your Visa credit card or debit card in payment for an e-commerce or other transaction.
- d. In order to use *Verified by Visa*, you must have the ability to access the World Wide Web and must pay any service fees associated with such access. In addition, you must have the equipment necessary to make such a connection to the World Wide Web, including a computer and modem or other access device.
- e. In the event you have a question regarding the *Verified by Visa* registration process or a transaction using *Verified by Visa*, you should direct that question to our customer service department at 1-888-758-5349.

5. AUTHENTICATION

- a. During registration in *Verified by Visa*, you may be asked to select or may be provided a password. When engaging in an online transaction or other transaction for which *Verified by Visa* is used, you may be asked for your *Verified by Visa* password before the merchant accepts your Visa card in payment for the transaction. If you are unable to provide your *Verified by Visa* password, or if the authentication through *Verified by Visa* otherwise fails, the merchant may not accept your Visa credit card or debit card in payment for that transaction.
- b. By registering in *Verified by Visa*, you assent to the use of *Verified by Visa* to evidence your identity, including for purposes of authorization of transactions authorized in advance to recur at substantially regular intervals.

6. PRIVACY POLICY

- a. We or our Providers will store your Registration Data. Your Registration Data will not be shared with online retail merchants or merchants in other transactions for which *Verified by Visa* is used. You acknowledge and agree that we or our Providers may keep your Registration Data and also may disclose your Registration Data if required to do so by Applicable Law, as defined in Section 8(a) (ix), in the good faith belief that such preservation or disclosure is permitted by Applicable Law, or as reasonably necessary to (i) comply with legal process or (ii) enforce this Agreement.
- b. Registration Data and all personally identifying information about you is subject to our Privacy Policy. For more information, please see our full Privacy Policy.

7. CARDHOLDER PASSWORD AND SECURITY

You are solely responsible for maintaining the confidentiality of your Password, Registration Data and other verification information that you provide in connection with *Verified by Visa*. You agree not to transfer or sell your use of, or access to, *Verified by Visa* to any third party. You agree to immediately notify us, as we require in the Cardholder Agreement for a lost or stolen card, of any unauthorized use of your Password, Registration Data or other verification information, or any other breach of security. You acknowledge and agree that, except as otherwise provided by Applicable Law or in the Cardholder Agreement, we shall not be liable for any loss or damage arising from your failure to comply with this Agreement.

8. YOUR CONDUCT

- a. You agree not to:
 - i. impersonate any person or entity using *Verified by Visa*;
 - ii. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used in connection with *Verified by Visa*;
 - iii. spam or flood this web site or *Verified by Visa*;
 - iv. modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of this web site *Verified by Visa* Website or service or the software used in connection with *Verified by Visa*;
 - v. remove any copyright, trademark, or other proprietary rights notices contained in or used in connection with *Verified by Visa*;

- vi. "frame" or "mirror" any part of this web site or service without Visa's prior written authorization;
- vii. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of this web site or its contents;
- viii. otherwise interfere with, or disrupt, *Verified by Visa* or servers or networks used in connection with *Verified by Visa*, or violate this Agreement or any requirements, procedures, policies or regulations of *Verified by Visa* or of any networks connected to *Verified by Visa*; or
- ix. intentionally or unintentionally violate any applicable local, state, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by Visa (all of which shall constitute "Applicable Law") in connection with your use of *Verified by Visa*.

9. LIABILITY

- a. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of *Verified by Visa*.
- b. Under no circumstances will we be liable for consequential, incidental, special or indirect losses or other damages, such as any damage to your computer or telephone service resulting from your use of *Verified by Visa*.
- c. We assume no responsibility for, and will not be liable for, any damages to, or any viruses which may affect, your computer equipment or other property on account of your access to, use of, or downloading from, this web site.

10. TERMINATION

- a. If you want to end your ability to use *Verified by Visa*, you must contact us so that your Password and Registration Data can be deactivated. Any purchases you made using *Verified by Visa* prior to deactivation will not be affected.
- b. We may temporarily or permanently deactivate your ability to use *Verified by Visa* and terminate your relationship with us at any time, with or without fault on your part. For your protection, we will automatically deactivate your ability to use *Verified by Visa* if it is not used at least one time during any twelve (12) month period. If we deactivate your ability to use *Verified by Visa*, we will promptly give you notice.

11. DEALINGS WITH MERCHANTS

Your correspondence or business dealings with, or participation in promotions of, online retail or other merchants through *Verified by Visa*, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such merchant. You agree that, except as otherwise provided by Applicable Law or in the Cardholder Agreement, we shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. You understand that use of *Verified by Visa* does not, in any way, indicate that we recommend or endorse any merchant, regardless of whether the merchant participates in *Verified by Visa*. For example, *Verified by Visa* does not verify the identity of the merchant or the quality of the merchant's goods or services.

12. DISCLAIMER OF WARRANTIES

- a. You expressly understand and agree that any software obtained through the use of *Verified by Visa* is downloaded and used at your own discretion and risk and that except as otherwise provided in this Agreement, you will be solely responsible for any damage to your computer system or loss of data that results from the download or use of any such software or other materials through *Verified by Visa*.
- b. EXCEPT AS OTHERWISE REQUIRED BY ANY APPLICABLE STATE LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT *VERIFIED BY VISA* OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

13. NOTICE

Notices to you may be made via either email or regular mail to any address in your Registration Data or other information that you have provided to us in connection with any of your accounts with us, or your credit cards or debit cards issued or otherwise provided by us.

14. AGE AND RESPONSIBILITY

You represent that you are of sufficient legal age to use *Verified by Visa* and to create binding legal obligations for any liability you may incur as a result of the use of *Verified by Visa*. Except as otherwise provided by Applicable Law or in the Cardholder Agreement, you understand that you are financially responsible for all uses of *Verified by Visa* by you and those authorized by you to use your Registration Data, your Password or other verification information.

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