VISA ALERT SERVICES TERMS AND CONDITIONS

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE AGREEING TO PARTICIPATE IN BANK'S VISA TRANSACTION ALERT SERVICE (THE "**SERVICE**"). BY CLICKING "I AGREE" BELOW, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS ("**AGREEMENT**") AND REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT.

This Agreement is an addendum that supplements the terms of your Cardholder Agreement with Bank for each Visa credit card or Visa debit card that you register for this Service.

A. The Service; Definitions. The Service is offered by Bank. "**Bank**" is whichever of the following banks issued your registered Visa credit card or Visa debit card: ZB, N.A. dba **Amegy Bank,** ZB, N.A. dba **California Bank & Trust,** ZB, N.A. dba **Zions First National Bank,** ZB, N.A. dba **Vectra Bank Colorado,** ZB, N.A. dba **National Bank of Arizona, or** ZB, N.A. dba **Nevada State Bank**. In response to select transactions made with an eligible Bank-issued Visa credit card or Visa debit card that you have registered with the Service (a "Card"), the Service will send certain alerts ("**Transaction Alerts**") to the mobile telephone number(s) and/or email address(es) you have designated.

Your mobile telephone numbers, e-mail addresses, and the types of available Service alerts that you wish to receive, are designated by you when you register a Card. You may change those designations by going to the bankcard alerts page of your internet banking site.

For the purpose of this Agreement, "**Equipment**" shall mean any hardware, software or networks associated with bringing you the Service, including, but not limited to, your mobile handset.

B. Eligibility for Service; Email Address for Legal Notices. Eligibility of any Card for the Service will be determined by Bank in its sole and absolute discretion. Bank reserves the right to suspend or terminate your participation in the Service, or the eligibility of any Card at any time, with or without prior notice.

During registration, you must provide an email address for receiving legal notices from Bank in connection with this Agreement. You must maintain and monitor that email address during your participation in the Service. If you change your email address after registration, you must update your Service account information by going to the bankcard alerts page of your internet banking site. Your notice of change shall be effective after Bank has actually received it and had a reasonable opportunity to update its records.

You agree that any legal notice by Bank to you in connection with this Agreement may be sent, in its discretion, by email to the most recent email address you have provided to Bank for the Service, or by Transaction Alert to the most recent email address or mobile telephone number you have provided to Bank for the Service, or by U.S. Mail to the most recent mailing address you have provided to Bank in connection with your Card. Notice by Bank is effective upon being sent, whether or not actually received by you.

C. Alerts Do Not Amend Existing Terms and Conditions For Cards. THE TRANSACTION ALERTS THAT ARE SENT TO YOU THROUGH THIS SERVICE DO NOT AMEND, SUPPLEMENT, CHANGE OR REPLACE THIS AGREEMENT, YOUR CARDHOLDER AGREEMENT, OR ANY OTHER NOTICE OR INFORMATION THAT YOU MAY RECEIVE IN CONNECTION WITH YOUR CARD ACCOUNT, INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION PROVIDED TO YOU ON YOUR PERIODIC STATEMENT.

D. Fees; Equipment. Bank does not charge for use of the Service available as of the date you agree to these terms and conditions. In the event Bank decides in the future to begin charging a fee for use of the Service, it will provide you with reasonable prior notice.

You may, however, incur charges to your messaging carrier. In order to be sent the Transaction Alerts to your mobile telephone number(s), you must (i) own an two-way text message (or "**SMS**") capable mobile handset that is registered on a carrier network, (ii) have elected a data plan that includes use of your mobile handset's SMS capabilities and (iii) ensure that your account remains in good standing with your carrier. You hereby acknowledge and agree that standard text messaging rates, as determined by your carrier, apply for each text message sent from and received by your mobile handset and you are solely responsible for such charges and any other charges from your carrier. You should contact your carrier for complete pricing details.

E. Transaction Alerts. If you registered to receive Transaction Alerts to your mobile telephone number(s), actual time between a transaction made with your Card that triggers a Transaction Alert and the time the Transaction Alert is sent to your mobile telephone number is dependent on your wireless service and coverage within the area in which you are located at that time. Transaction Alerts may not be available to be sent to your mobile telephone number(s) in all areas. If you registered to receive Transaction Alerts to your email address(es), please be sure that mobile@visammg.com is a permitted domain in order to avoid the Transaction Alerts being filtered as spam.

F. Termination of Participation. To opt-out of the Service at any time, visit your bankcard alerts page of your internet banking site and follow the directions provided to discontinue receiving Transaction Alerts. You will have the choice of opting out of the Service in its entirety or changing your Transaction Alerts settings, including, but not limited to, the media through which you are sent Transaction Alerts. You may also opt-out of having Transaction Alerts sent to your mobile telephone number by texting "STOP" as a reply to any SMS message received as part of the Service.

G. Availability / Interruption. The Service is available using the necessary Equipment, and, if you registered to receive Transaction Alerts to your mobile telephone number(s), then the Service is available when you have your mobile handset within the operating range of a carrier with an appropriate signal for data services. The Service is subject to transmission limitations and service interruptions. Bank does not guarantee that the Service (or any portion thereof) will be available at all times or in all areas. You acknowledge and agree that Bank is not responsible for performance degradations, interruptions, failures or delays due to conditions due to the Equipment. You acknowledge that the "**Released Parties**" (as defined below) shall not be liable to you if you are unable to be sent Transaction Alerts to your mobile telephone number(s) in your intended area. Released Parties disclaim all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by electronic transmission or other delivery method; any form of active or passive filtering, or insufficient space in your text or email account(s) to receive text or email messages.

H. Modifications to Service. Bank reserves the right, at any time, with or without cause or prior notice, to time to temporarily or permanently interrupt, restrict, modify, suspend, or discontinue the Service (or any part thereof). You agree that the Released Parties shall not be liable to you or to any third party for any interruption, restriction, modification, suspension or discontinuation of the Service.

I. Abuse. You agree to immediately notify Bank if you suspect fraudulent or abusive activity by calling **800-509-0806**. If you so notify Bank, or Bank otherwise suspects fraudulent or abusive activity, you agree to cooperate with Bank in any fraud investigation and to use any fraud prevention measures Bank prescribes.

Subject to applicable law, your failure to cooperate or to use such measures will result in your liability for all fraudulent usage or abusive activity associated with your Equipment.

J. Changes to this Agreement or the Service. Bank may change or modify this Agreement, including Service features, from time to time by sending you notice you of such change. If you use the Service after the effective date stated in the Notice, you agree to such change and its applicability to you. Any new features or services that augment or enhance the Service in the future shall be considered part of the Service and subject to this Agreement.

K. Limitations

1. **No Warranties- Equipment, Computer, and Software.** RELEASED PARTIES SPECIFICALLY DISCLAIM ANY RESPONSIBILITY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICE OR EQUIPMENT. YOU AGREE THAT YOUR USE OF AND ACCESS TO THE SERVICE AND ANY EQUIPMENT ARE AT YOUR SOLE RISK. THE SERVICE AND ANY EQUIPMENT USED TO MAKE AVAILABLE SUCH SERVICE IS PROVIDED ON AN "AS IS," "WHERE IS" AND "AS AVAILABLE" BASIS.
2. **Limitation of Liability; "Released Parties" defined.** IN NO EVENT SHALL BANK, VISA U.S.A., INC., VISA INTERNATIONAL SERVICE ASSOCIATION, VISA INC., THEIR RESPECTIVE MEMBER FINANCIAL INSTITUTIONS, OR THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, DIVISIONS, ADVERTISING AND PROMOTION AGENCIES OR THEIR SERVICE PROVIDERS (COLLECTIVELY, "**RELEASED PARTIES**") BE LIABLE TO YOU OR ANY THIRD PARTY FOR BREACH OF CONTRACT, TORT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE FOR ANY BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS, REPUTATION OR GOODWILL, OR LOSS OF USE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR ANY CLAIM BY ANY THIRD PARTY.

   RELEASED PARTIES SHALL NOT BE LIABLE IF THE SERVICE CANNOT BE PROVIDED (OR ANY PART THEREOF) OR FOR ANY FAILURE TO PERFORM ANY OBLIGATIONS CONTAINED IN THIS AGREEMENT DUE TO, DIRECTLY OR INDIRECTLY, THE FAILURE OF ANY EQUIPMENT OR ANY INDUSTRIAL DISPUTE, WAR, FLOOD, EXPLOSION, ACT OF GOD OR ANY OTHER EVENT BEYOND A RELEASED PARTY?S CONTROL.

   IN ADDITION, NOTWITHSTANDING ANYTHING CONTRARY HEREIN, ALTHOUGH BANK WILL TAKE REASONABLE PRECAUTIONS TO PROTECT THE SERVICE AND AVOID DELETION, CORRUPTION OR UNAUTHORIZED MODIFICATION OR ACCESS OF OR TO THE SERVICE, AND TO PROVIDE THE SERVICE ERROR-FREE OR UNINTERRUPTED, NO REPRESENTATION OR WARRANTY OF FITNESS OR MERCHANTABILITY SHALL BE CONSTRUED UNDER THIS AGREEMENT, AND RELEASED PARTIES SPECIFICALLY DISCLAIM ALL LIABILITY WHATSOEVER WITH RESPECT TO ANY FAILURE TO PROTECT THE SERVICE OR PROVIDE THE SERVICE ERROR-FREE OR UNINTERRUPTED.

3. **Indemnity.** You agree to indemnify and hold harmless the Released Parties from any loss, liability, claim, or demand, including reasonable attorneys' fees, suffered or made by any third party due to or arising out of your use of the Service in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth herein.
4. **Exclusions and Limitations.** SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

5. **Dispute Resolution.** Any claim or dispute arising under or in connection with this Agreement, the Service or any Alert shall be handled in accordance with the dispute resolution provisions of the Cardholder Agreement governing the affected Visa credit card or Visa debit card account.

L. Miscellaneous. *Assignment:* You may not assign this Agreement without Bank's prior written consent. *Governing Law:* THIS AGREEMENT IS SHALL BE GOVERNED BY FEDERAL LAW AND THE LAWS OF THE STATE IN WHICH BANK IS HEADQUARTERED (EXCLUDING PROVISION ON CONFLICTS OF LAW WHICH MIGHT OTHERWISE APPLY THE LAWS OF ANOTHER JURISDICTION. *Additional Provisions:* The Service is void where prohibited by law. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. The failure to enforce any term of this Agreement on one occasion shall not prevent enforcement on any other occasion or the enforcement of any other term. Headings and captions shall not be considered included for purposes of interpretation or application hereof, but are for convenience only.

M. Contact Bank. If you have any questions about the Service or any Card transaction, please visit your internet banking site or call the following number for your Bank: 866/749-7459 for Amegy Bank, 866/749-7460 for California Bank & Trust, 866/749-7471 for National Bank of Arizona, 866/749-7476 for Nevada State Bank, 866/749-7470 for Vectra Bank Colorado, 888/758-5349 for Zions Bank, 24 hours a day 7 days a week.