



## **eDOCUMENTS SERVICES AGREEMENT**

### **(eSTATEMENTS, eNOTICES AND/OR eTAX DOCUMENTS SERVICES)**

You have requested the eStatements service, the eNotices service, the eTax Documents service, or some combination, provided by ZB, N.A. dba Vectra Bank Colorado ("**Bank**").

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

Part A states definitions for all the eStatements, eNotices and eTax Documents services.

Part B applies to the eStatements and eNotices services only.

Part C applies to the eTax Documents service only.

### **PART A: DEFINITIONS**

**"Account"** means a deposit account, loan account or other account at Bank which you have enrolled in the eStatements service, the eNotices service, the eTax Documents service, or some combination. Not all account types at Bank may enroll in a Service.

(Please Note: if you select the eTax Documents service, you automatically enroll all of your Accounts that are eligible for eTax Documents. You cannot enroll fewer than all eligible Accounts with the same social security number or tax identification number into the eTax Documents service. Eligible Accounts for the eTax Documents service may include Accounts that do not appear in your Online Banking profile. Bank may from time to time, in its discretion, add or delete which types of accounts are eligible for the eTax Documents service. For the eTax Documents service only, the word "Account" may also include other events or relationships that are associated with your social security number or tax identification number. For example, if you win a contest that we report to the IRS, your 1099-MISC will be delivered through the eTax Documents service rather than paper. Updated information on which Accounts are included in eTax Documents is available online in the Service's answers to Frequently Asked Questions.)

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

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

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

**"eTax Document"** means any IRS tax reporting form that Bank makes available for electronic delivery for an eligible Account. Bank may from time to time, in its discretion, add or delete which IRS forms are included as eTax Documents in the Service. Updated information on which IRS forms are included in eTax Documents is available online in the Service's answers to Frequently Asked Questions.

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

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

**“Service”** means the eStatements, eNotices and/or eTax Documents service(s) in which you have enrolled one or more Accounts.

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

**“You”** and **“your”** mean or refer to the customer of Bank who enrolled the Account in the eStatements or eNotices service, and any co-owner of that Account. For the eTax Documents service, “you” and “your” mean the primary Account owner under whose social security number or tax identification number we report to the IRS.

## **PART B: eStatements Service and/or eNotices Service**

### **I. YOUR CONSENT TO RECEIVE eSTATEMENTS AND/OR eNOTICES INSTEAD OF PAPER**

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

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

### **II. YOUR AGREEMENT TO OUR TERMS AND CONDITIONS**

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

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

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

**New eCommunication.** To view a new eCommunication, log onto Online Banking at <https://www.vectrabank.com>. You can access all eCommunications via the Service’s homepage.

**Prior eCommunications.** You can also view prior eCommunications via the Service’s homepage. The number of months that prior eCommunications remain available online is stated and updated in the Service’s section in Online Banking.

#### **2. Hardware and Software Requirements**

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

#### **3. Viewing and Saving Copies of eCommunications; Adobe Reader**

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

#### 4. Email for Notifications; Updating Your Email Address

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

To update your email address for eCommunication Notifications, log into Online Banking and go to the eStatements and eNotices Service page.

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

#### 5. Obtaining Paper Copies

To obtain a paper copy of any specific eCommunication, contact Vectra Bank Customer Service by phone at (800) 884-6725, or by using the secure message link within Online Banking.

Paper copies of past periodic eStatements are subject to the standard duplicate statement fee. There is presently no fee for obtaining paper copies of other kinds of eCommunications. (All fees are subject to change; our disclosure of fees as updated appears at <https://www.vectrabank.com/policies-and-terms.jsp>).

#### 6. Cancelling your eStatements service and/or eNotices service

You may resume receiving statements, notices and other information by paper, simply by canceling your applicable eStatement or eNotice Service. To cancel a Service, contact Vectra Bank Customer Service by phone at (800) 884-6725 or by using the secure message link in Online Banking. There is no fee for receiving eStatements or eNotices, but some account types charge a monthly service fee for paper statements. (See the Interest and Service Fees schedule for your account.)

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

On behalf of yourself and all other owners of the enrolled Account, you acknowledge and accept that anyone with access credentials (e.g., Login Id and Password) to log into your Account is able to read and copy the Account's eCommunications. You, any co-owners of the Account, and any persons you or they entrust with access credentials, are responsible for protecting the secrecy of those access credentials and safeguarding them against misuse by authorized or unauthorized persons. You must immediately contact Customer Service at (800) 884-6725 if you suspect any unauthorized access to a Service, other portions of Online Banking, or any Account.

#### 8. Miscellaneous; Amendments; Related Banking Agreements; Disputes

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

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

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

BY ACCEPTING THIS AGREEMENT DURING YOUR ONLINE ENROLLMENT FOR eSTATEMENTS AND/OR eNOTICES SERVICES, YOU:

- » Affirm that you have read this Agreement;
- » Agree to all the terms and conditions of this Agreement;
- » Affirm that your computer satisfies the section above entitled “Hardware and Software Requirements”; and
- » Affirm that you can access, and either save or print, the **SAMPLE TEST PDF DOCUMENT** (see section above entitled “Viewing and Saving Copies of eCommunications; Adobe Reader”).

## **PART C: eTax Documents Service**

### I. YOUR CONSENT TO RECEIVE eTAX DOCUMENTS INSTEAD OF CERTAIN PAPER TAX FORMS

By enrolling in the eTax Documents Service, you request and consent to Bank providing you with tax reporting information by eTax Documents, instead of by paper. **Your request and consent are for all Accounts that we report to the IRS using your social security number or tax identification number, and that are eligible for the eTax Documents service.**

By electing to receive eTax Documents, you will not receive those tax forms by mail unless you cancel your enrollment in this Service. Please read the important information in this Part C so that you can make an informed decision whether or not to receive tax forms electronically instead of by paper.

Not all of your account types may be eligible for the Service, and the Service may not include all types of tax reporting forms applicable to your eligible Accounts. **For accounts and tax forms that are outside the scope of the Service, you will continue to receive your tax forms by mail without further action by you.**

Your enrollment in the Service will not include accounts for which (a) you are not the primary owner, or (b) our records reflect a social security number or tax identification number that differs from your Online Banking profile, even though such accounts may be “linked” to your Online Banking profile.

In Business Online Banking profiles, eTax Documents can be seen only by those users who hold full entitlement to both view and transact in all the accounts under that profile. Users with limited entitlements cannot view eTax Documents.

## II. DISCLOSURES, TERMS AND CONDITIONS

### 1. Scope and Duration of Consent

- a. Enrollment in the eTax Documents service is by voluntary consent only. We do not charge a fee for this Service. Do not accept this Agreement if you prefer to continue receiving paper tax statements.
- b. Once you are enrolled in the eTax Documents service, you will no longer be mailed paper copies of eTax Documents.
- c. Your consent applies to all eTax Documents that are produced after your consent, including future tax years, until consent is withdrawn by the primary owner of the eligible Accounts, or we terminate your enrollment in the Service, or we terminate the Service itself. We will provide you with reasonable notice before terminating your enrollment or the Service.
- d. We will send Notification to the primary account holder when eTax Documents become available in Online Banking. The primary account holder is the account owner under whose social security number or tax identification number we report to the IRS.
- e. eTax Documents will be made available through Online Banking on or before the IRS required deadline. Please see IRS.gov for applicable tax form deadlines.
- f. Only IRS forms are covered under this Agreement. Any state tax forms the Bank is required to furnish you are not available for electronic delivery. Paper versions of these forms will be mailed to you through U.S. mail.
- g. Tax forms for which Internal Revenue Service reporting thresholds are not met will not be created, and will not be available through Online Banking. (For example, checking account customers with aggregated interest amounts lower than \$10.00 will not receive a tax statement. Please see IRS.gov for the various form reporting thresholds.)
- h. Each eTax Document will remain available through Online Banking for at least two (2) tax years. After that, you may request a paper copy of your tax forms by calling our Customer Service center toll-free at (800) 884-6725 and requesting a paper copy.
- i. We reserve the right to determine and change which tax documents will be provided as eTax Documents rather than by paper, and the right to provide any information by paper in addition to (or instead of) eTax Document despite enrollment in the Service. We also reserve the right to determine and change which account types are eligible for the Service.

### 2. How to Request a Paper Copy

Contact Customer Service at (800) 884-6725 to request a paper copy of your tax statement. There is no fee for requesting a paper copy. Please note that requesting a paper copy of your tax statement will not withdraw your consent to receive eTax Documents instead of paper deliver. To withdraw your consent, see “How to Withdraw Your Consent” below.

### 3. Notifications; Updating your Email Address

When a new eTax Document is available, we send a Notification to the email address you have provided. The email address you provide for Notifications will not replace other email addresses you may have provided for other online services such as bill pay, alerts, or other Online Banking communications.

You are responsible for keeping us advised of your current email address for Notifications of eTax Documents. To update your email address for Notifications, log into Online Banking and go to the page for the Service.

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

#### 4. How to Withdraw Your Consent

Notice withdrawing your consent to receiving eTax Documents must be received by us in writing, either through U.S. mail or by email at the address below. Your written withdrawal of consent will apply to all of your eligible Accounts in which you are primary account owner for all eTax Documents not yet produced, including future tax years.

Mail us at: 1875 South Redwood Rd, Salt Lake City, UT 84104

Email us at: [IRSTaxReporting@zionsbancorp.com](mailto:IRSTaxReporting@zionsbancorp.com)

For questions, please contact Customer Service toll-free at (800) 884-6725.

Your written withdrawal of consent must state at least one of your eligible Account numbers. We will respond with written confirmation, by email or U.S. mail within 10 business days after receipt. Your withdrawal of consent will be effective for all eTax Documents we produce after receiving that withdrawal. (See also the section below on "Termination.")

We will also accept withdrawal requests by telephone to Customer Service at (800) 884-6725, but we reserve the right to require that you confirm your oral withdrawal in writing within ten days before your withdrawal will become effective.

#### 5. Termination; and Notice of Termination

The following business circumstances will result in receiving your tax statement through U.S. mail even if you've provided your consent:

- If your Online Banking account becomes closed for any reason. In that circumstance, we may but are not required to send you notice before resuming sending you paper tax statements.
- If we have actual knowledge that your Notifications of eTax Documents are being returned to us due to an undeliverable email address, and we decide in our discretion to mail paper tax statements. In that circumstance, we may but are not required to send you notice before resuming sending you paper tax statements.
- If we send you prior written notice that we are, in our discretion, terminating your enrollment in the Service or terminating the Service itself. Reasonable notice of termination shall be twenty one (21) calendar days for consumers and ten (10) calendar days for non-consumers. Notice of termination may be sent by email to the same address as Notifications.

#### 6. How to Access and Print Your eTax Document

To access your eTax Documents, log into your Online Banking account and access the Service page. Select the tax statement link for the applicable Account and tax year. Click to download.

Once you have downloaded the eTax Document, you are encouraged to save or print a copy of each document for your records.

#### 7. Hardware and Software Requirements

Your eTax Documents are displayed through Online Banking as PDF documents. To successfully download and print a PDF version of your eTax Documents, your personal computer must support the following requirements:

To use our eTax Documents service, you must have a personal computer or other access device capable of accessing the Internet with an Internet web browser that supports HTML 4.0 and 128-bit SSL encryption and Javascript. We support a current version of Internet Explorer. Other HTML browsers might be acceptable for using our Service(s). If your computer does not have a capable browser, you can download Internet Explorer at <http://www.microsoft.com/windows/internet-explorer/default.aspx>. You are also required to have email software and an email account with an Internet service provider.

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

You and any persons you entrust with your Online Banking credentials are responsible for protecting the secrecy of those access credentials and safeguarding them against misuse by authorized or unauthorized persons. You must immediately contact Customer Service at (800) 884-6725 if you suspect any unauthorized access to a Service.

#### 8. Miscellaneous; Disputes; Amendment; Notices

This Agreement is an addendum that supplements, but does not replace, your Deposit Agreement, Online Banking service agreement and other agreements (such as Mobile Banking) that you may have entered into that are applicable to your Account (collectively, your "Banking Agreements"). This Agreement is subject to the terms in the Banking Agreements governing the resolution of disputes, including any terms therein that waive any right to trial by jury, waive participation in class actions, and/or require submitting disputes to binding arbitration. We may amend this Agreement (or change or establish fees) and give you notice thereof in the manner provided in the Banking Agreements, or any other manner permitted by law, or by email to the address you have provided for this Service.

#### BY ACCEPTING THIS AGREEMENT DURING YOUR ONLINE ENROLLMENT FOR eTAX DOCUMENTS SERVICE, YOU:

- » Affirm that you have read this Agreement;
- » Agree to all the terms and conditions of this Agreement;
- » Affirm that your computer satisfies the section above entitled "Hardware and Software Requirements"; and
- » Affirm that you can access, and either save or print, the SAMPLE TEST PDF DOCUMENT (see section above entitled "Hardware and Software Requirements").