



AmaZing Deals® Terms and Conditions

This document supplements the terms of your Vectra Bank Colorado Visa® credit and/or debit card ("Card") agreement with ZB, N.A. dba Vectra Bank Colorado ("Vectra", "Bank", "us", "we", and "our"). It sets forth the terms and conditions that apply to the AmaZing Deals® Program ("Program"). Visa credit and/or debit card customers of the Bank are automatically enrolled in the Program. The Program offers discounts for purchases at participating Program merchants ("Merchants").

- 1. How the Program Works.** You must download and register the AmaZing Deals mobile app ("app"), which is available for Android and iOS mobile devices. Use the app to find participating merchants and their discount offers. Select the offer you want to use and follow the redemption instructions. Typical redemption requires showing the coupon on the mobile device at the point of sale to receive the designated discount.
- 2. Your Eligibility.** You must maintain a valid Vectra Visa credit and/or debit card to participate in the Program. To opt out of participating in the program, simply remove the app from your mobile device.
- 3. Participating Merchants.** Participating Merchants may change from time to time without prior notice and will be added to or removed from the app accordingly.
- 4. Show Your Phone Coupons.** Merchants establish their own offer terms and conditions, including the amount of any discount. The terms and conditions are displayed on the redemption screen for each offer on the app.
- 5. Program Limitations.** Certain Merchants may not accept all types of cards, may have blackout periods, days or hours when discounts are not offered, may limit the number of times a discount may be redeemed, may require a minimum purchase for a discount, or may not offer discounts on certain types of transactions (e.g., the purchase of gift certificates). Discounts will not be available where they are restricted or prohibited by law (e.g., gambling, discounts on alcohol or tobacco, etc.).
- 6. Program Costs.** There is no cost to you for participating in the Program.
- 7. No Warranties.** This Program is provided on an "as is" and "as available" basis. Neither we nor our Program Administrator: (a) endorse any Merchant; (b) make any express or implied warranty regarding any Merchant's goods or services, including (without limitation) any warranty of merchantability or fitness for a particular purpose; (c) assume responsibility for any Merchant's obligation to you, including the honoring of any discount advertised or offered by the Merchant; or (d) guarantee the performance of any Merchant under the Program.
- 8. Limitation on Liability.** Unless otherwise required by law or our agreements with you, neither we nor our Program Administrator will be liable for: (a) any damages arising from transactions between you and Merchants; (b) any information appearing on Merchant sites or any other site linked to the Program website; or (c) incidental, special or consequential damages of any kind that may result from your use of, or your inability to use, the Program, regardless of whether we

or our Program Administrator were made aware of the possibility of such damages, and regardless of whether such damages arise in contract, tort (including negligence) or otherwise.

- a. Neither we nor our Program Administrator operate or control the products, services or discounts offered by Merchants. Merchants are solely responsible for honoring the discount.
- b. Neither we nor our Program Administrator will be liable for our inability to take any action due to causes beyond our control, including, without limitation, any act of God, accident, equipment or system failure, labor dispute, telecommunication failure, or the action or inaction of any Merchant.

9. **Third Party Internet Websites:** The app contains links to Merchant websites. These links are provided as a convenience only. The inclusion of any link is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us or our Program Administrator of any information contained in any Merchant website or other third party website. In no event will we or our Program Administrator be responsible for the information contained in, or products or services purchased on, a Merchant website or other third party website, or for your use of or inability to use such website. Access to any other website linked to the Program website is at your own risk. You should be aware that linked websites may contain terms and privacy policies that are different from those of the Program. Neither we nor our Program Administrator are responsible for such provisions, and expressly disclaim any liability for them.
10. **Enforceability.** Our failure to exercise any of our rights under these Terms and Conditions will not constitute a waiver of any other rights or the same rights in the future. If any provision of these Terms or Conditions is found to be unenforceable, all other provisions will remain in full force.
11. **Tax Liability.** Any taxes related to or arising out of your participation in the Program are your sole responsibility.
12. **Opting Out.** If you do not want to participate in the Program, you can “opt out” by removing the app from your mobile device.
13. **Governing Law and other Terms.** Please see your deposit account or credit card agreement for the other terms that apply to the Program (e.g., governing law, limitation of action, and venue for resolving disputes).
14. **Amendment.** We may amend (change, add to or delete) these Terms and Conditions at any time by mailing, emailing, or delivering a notice to you at the last mail address or email address that we have on file for your debit or credit account, or by posting our notice, amended Terms and Conditions, or revised Program description.
15. **Termination.** We may suspend or terminate the Program or your participation in the Program at any time without prior notice in our sole and absolute discretion.