

# DIRECT CONNECT SERVICE AGREEMENT

with optional bill payment service  
(ver. November 2017)

This Direct Connect Service Agreement (“**Agreement**”) governs the Direct Connect Service (the “**Service**”) provided by ZB, N.A. (“**we**” or “**us**”) to customer (“**you**”). We operate through divisions under trade names including **Amegy Bank, California Bank & Trust, National Bank of Arizona, Nevada State Bank, Vectra Bank Colorado** and **Zions Bank** (each a “**Division**”). The Service can only be used with Accounts held at the same Division, but you can enroll in the Service with more than one Division. Additional definitions of capitalized terms appear at the end of this Agreement.

Before using the Service, you must consent to receiving disclosures electronically (Section 1), and read and agree to the remaining Agreement terms (Sections 2 to end). If you do not consent and agree, you cannot use the Service.

**This Agreement contains dispute resolution provisions, including a waiver of jury rights.**

**1. CONSENT TO DELIVERING ELECTRONIC DISCLOSURES.** By accepting this Agreement, you hereby: (a) consent to electronic delivery of disclosures, notices and other information, instead of paper, even if we are legally required to provide such communications “in writing;” and (b) generally consent to our using electronic records and communications for the Service. We require your consent as a condition of providing this Service. Your consent extends to each Account now or hereafter enrolled in the Service. You may at any time withdraw your consent to electronic delivery by calling or writing Customer Service, but we may then terminate your Service (and not process any future payments that you have scheduled). Your Customer Service phone number depends on which division of ZB, N.A. holds your enrolled Accounts and provides your Service:

<u>Customers of:</u>	<u>Call:</u>	
Amegy Bank	(888) 500-2960	
California Bank & Trust	(888) 217-1265	(consumer customers)
California Bank & Trust	(877) 650-0095	(business customers)
National Bank of Arizona	(800) 497-8168 option 4.	
Nevada State Bank	(888) 835-0551	
Vectra Bank Colorado	(800) 884-6725	
Zions Bank	(800) 840-4999	

Customers of any Division may also write to Customer Service at:  
ZB, N.A. Customer Service, P.O. Box 30709, Salt Lake City, UT 84130-0709

System Requirements and Capabilities. Using this Service requires that your computer: uses a commonly accepted and recently updated operating system; has installed the most recent version of Quicken® or QuickBooks® (the “**Software**”); uses a commonly accepted and recently updated version of an HTML compliant internet browser supporting Transport Layer Security (“**TLS**”) encryption; has software to read PDF documents; and is connected to the internet. You must provide us with and maintain your valid updated email address. You must regularly install updates as they become available to you for your internet browser, your computer’s operating system, and the Software.

You hereby confirm to us that you have verified you have the above system requirements, and are able to view, and to print or electronically save (including taking screenshots), electronic notices and disclosures, including emails, PDF and HTML documents, and screen displays. If you do not consent, or if you do not have those system requirements or abilities, you must not enroll in or use the Service.

Electronic Delivery. Permissible electronic delivery by us includes (i) by email to any address you have provided for use with the Service, including documents attached to or linked from email, (ii) by display on your screen or other “in-product” message during your online Service activity, (iii) by message printed on the periodic statement for any Account if you have agreed to receive that statement electronically, or (iv) any other electronic means that you have authorized or may hereafter authorize (e.g., SMS text message). Electronic disclosures may include, without limitation, acknowledgement of payment instructions from you; prior notice of recurring transfers that vary in amount; notices of processed transfers, alerts, and amendments to this Agreement. **You are responsible for advising us of any change in your email or other electronic or postal addresses you use for this Service.** You can advise us of such changes by calling or writing Customer Service (see above contact information).

**Paper Copies; Fees.** We do not charge for electronic delivery. You may request a paper copy of an individual electronic notice or disclosure by calling or writing Customer Service (see above contact information). Ordinary copy fees as disclosed for your Account shall apply. We may in our discretion instead send any documents to you by any other electronic method to which you have separately agreed, or in paper form.

You should print or save a copy of the foregoing consent and the following Agreement for your records. If you do not accept the above terms concerning electronic delivery, you must decline this Agreement and not use the Service.

**2. AVAILABLE DIRECT CONNECT SERVICES; SCOPE OF SERVICE.** The Service allows you to perform the following functions via your computer: balance inquiries; viewing deposits and completed transactions; downloading of cleared items; automatic reconciliation of Accounts enrolled in the Service; transfers of funds between your Accounts at your Division of ZB, N.A.; and (if enrolled) our bill pay service. You are responsible for using the Software to verify which of your checking, savings, check reserve line and credit card accounts we have permitted you to enroll in the Service as "Accounts," and to verify which functions (download, transfer from, transfer to, and/or bill payment) have been enabled for those Accounts. See definition of "Accounts" at the end of this Agreement.

You access our Direct Connect Service through the Software (as defined in Section 1) that you have selected and purchased or otherwise obtained from a third-party that is not one of our Providers. This Service acts upon the instructions (e.g., transfer and bill payment instructions) that it receives from you through your Software, and the Service communicates information to your Software (e.g., balance reports and Account reconciliation). However, the Service does not include any part of your Software or your Software's communications connection to and from the Service. Neither we nor our Providers have any responsibility or liability for the quality, suitability, fitness, merchantability, non-infringement, connectivity, operation or functionality of your Software or your Software's communications with the Service. Our responsibility, as otherwise limited in this Agreement, is to (a) use commercially reasonable care in executing the instructions that we actually receive from you (or by use of your "Access ID," defined below) from your Software and its communications connection, and (b) accurately transmit the Service's information to the communications connection used by your Software. Although the Service is designed to work with your Software, we and our Providers do not make any endorsement, guarantee, warranty or representation to you regarding your Software. At all times, your selection of and reliance upon your Software, and changes made from time to time to your Software, is solely your responsibility. Even though your Software can be used with more than one financial institution, our Service is limited to eligible Accounts you hold at any single Division of ZB, N.A. We have no responsibility for your interaction with other financial institutions (including but not limited to any payment instructions you may give for accounts you hold at other financial institutions). Also, for purposes of this Agreement, cutoff times and settlement times, we may deem and process transactions between accounts at different Divisions of ZB, N.A. as if they were between separate financial institutions.

All trademarks, service marks and trade names referenced in this material are the property of their respective owners. QuickBooks® is a registered trademark of Intuit, Inc.; Quicken® is a registered trademark of Intuit, Inc. used under license.

**3. CONTRACT REQUIREMENTS.** To use the Service, you must (a) be an individual at least 18 years of age or a legally-formed entity; (b) have a postal mailing address in the United States and a valid and active e-mail address; (iii) have a valid eligible Billing Account with ZB, N.A.; and (iv) be a United States resident. Other restrictions may apply.

#### **4. PROTECTING YOUR ACCOUNT; UNAUTHORIZED TRANSACTIONS; ERRORS.**

**4.1 Access IDs.** Your Customer ID and Password are used to provide access to your Accounts and may also be used to pay bills or to perform other banking transactions through the Software. For security purposes, we may suspend, revoke or cancel your Customer ID or Password at any time without prior notice. You must take all necessary precautions to safeguard your Customer ID, Password and/or any other identifying codes for access to the Service (collectively, your "Access IDs"). You are solely responsible for maintaining the confidentiality of your Access IDs. You also agree not to reveal any of your Access IDs to any person not authorized by you to use the Service. You also agree to immediately (i) change your Access IDs, and (ii) notify us, if any of your Access IDs are compromised.

**Except as limited by law, you are liable for all actions taken and transactions performed by any person to whom you have revealed your Access IDs, or who otherwise obtained and uses your Access IDs, even if those actions and transactions (including transfers of funds) were not in fact authorized by you.** Access IDs can be used by persons who are not signers on Accounts. Access IDs can be used to verify the authenticity of transactions and

instructions either as logon credentials or during verbal contact with Customer Service. **Note to Consumer Customers:** see notice of consumer rights in next subsection. **Note to Business Customers:** this Service issues only one Customer ID and one Password per customer. If you need the higher security of a separate user identification and/or password for each of your authorized users, you should contact your bank representative about alternate products, including business online banking or treasury online banking service. You agree to change your Access IDs for the Service if you wish to terminate any previously authorized user's access to the Service.) By using the Service, you agree, reaffirm and represent to us that our receipt and reliance on your Access IDs to verify the authenticity of instructions (without regard to whether the user of the Access IDs is an authorized signer on the Account), including payment orders, issued in your name or on your Accounts, is commercially reasonable for your expressed needs, taking into consideration the size, type and frequency of instructions you normally issue and expect to issue using the Service.

**4.2 If Your Access ID Has Been Lost, Stolen, or Compromised or There Has Been Unauthorized Use of Your Access ID.** If you believe that any of your Access IDs (or any other approved access devices) have been lost or stolen, that someone is using your Access ID without your permission, or that someone has transferred or may transfer funds from your Account(s) without your authorization, IMMEDIATELY notify Customer Service (see contact information listed in Section 1) to minimize your possible losses.

**Consumer Customers:** for a complete disclosure of your additional rights, and our responsibilities and liability, with respect to unauthorized electronic funds transfers from your Accounts, see your Deposit Account Agreement.

**4.3 Procedures for Investigating and Resolving Errors Involving Electronic Funds Transfers.** If you think your statement is incorrect or you need more information about a payment or transfer listed on the statement, you must IMMEDIATELY notify Customer Service (see contact information listed in Section 1).

**Consumer Customers:** your Deposit Account Agreement outlines how errors and questions on electronic funds transfers are processed.

## 5. INTERNAL TRANSFERS

**5.1 Internal Transfer Types.** Using the Service, you may request an internal transfer of funds between eligible checking, savings and money market Accounts. If an internal transfer request is submitted on a Business Day prior to that Business Day's cut-off time, then transferred funds will be available in the transferee Account on the following Business Day. Otherwise, the transferred funds will be available in the transferee Account by the second Business Day following your submission of the transfer request. Credit cards and check reserve lines are not part of the transfer service.

**5.2 Requests for and Cancellation of Transactions.** To enter your transfers or banking transaction requests on your computer, follow your Software instructions. Your transfers may be rejected for insufficient funds in your Account. You cannot cancel internal transfers by contacting Customer Service or our other departments.

**5.3 Transfer Limitations.** Internal transfers between your linked Accounts may be subject to transfer limits within your Software. You may request transfers only if sufficient funds are available in the relevant Account on the day you request the transfer. You agree not to initiate a transaction that will cause your Account balance to go below zero. We are not required to complete any such transaction, but if we do, you must pay us upon request the amount of any resulting negative balance. If an Account becomes overdrawn or draws on an overdraft protection plan, the applicable fees disclosed in and governed by your Deposit Account Agreement or that plan shall apply. You must maintain available balances in Accounts from which you order transfers.

**5.4 Transfer Documentation.** Details of your transfers will be available through the Service using your software, and will also be listed on your regular Account statements.

## 6 BILL PAY (if you are enrolled in this feature).

**6.1 Scheduling Payments.** You must enter the Due Date for any payment, or specify a payment rule in the system that will automatically establish a Due Date for you. We will use the Due Date you enter to establish a Processing Date, which will be a reasonable number of Business Days prior to the Due Date to allow enough time to complete the payment prior to the Due Date. The Processing Date is typically four (4) Business Days prior to the Scheduled Payment Date (or two (2) Business Days for payments to be made by Electronic Payment). It is your responsibility to select a Due Date so that the payment will arrive by any Actual Due Date. You should specify the Business Day prior to your Actual Due Date if the

Actual Due Date falls on a non-Business Day. If a system payment rule calculates a Due Date that falls on a non-Business Day, the system will adjust the Due Date to the next earliest Business Day.

As used herein, “**Due Date**” means the date that you enter (or that is calculated by the rule you enter), by which you want your Payee to receive your bill payment. The “**Actual Due Date**” means a date (if any) specified by your Payee by which your payment is due (e.g., on the Payee’s bill or statement, excluding any late date or grace period date).

We may set a maximum dollar amount for payment and/or refuse to permit any bill payment if we reasonably believe such refusal is necessary or advisable for security reasons.

**6.2 Service Guarantee.** Unless a late payment related charge is incurred for one of the reasons listed below, we will reimburse you for any late payment related charges, up to \$50.00 per late payment, should a payment be delivered after its Actual Due Date, so long as the payment was scheduled in accordance with the guidelines described under "Scheduling Payments" above, and we have issued you a confirmation number for the payment. We may require that you provide us with satisfactory written documentation of any late fees before making reimbursement to you.

We are not responsible for any failure to complete or delay in completing any payment due to any of the following:

1. Your Funding Account is closed, or does not contain sufficient funds to complete the payment.
2. The Payee rejects or returns the payment for any reason.
3. Your equipment, software or any communications link is not working properly.
4. The Service is unavailable and you know or we have told you about the problem before you send the Payment Instructions.
5. You have provided us with incorrect information about the Payee you wish to pay.
6. The Payee mishandles or delays handling or posting of any payment we send.
7. Circumstances beyond our control (for example, fire, flood, interference from an outside source, postal delays) prevent or delay the payment from being delivered or completed.

Provided none of the foregoing exceptions are applicable, if we cause funds from your Funding Account to be directed to a payee that is not in compliance with your Payment Instructions, we shall be responsible for returning the improperly transferred funds to your Funding Account, and for paying the misdirected funds to the proper Payee, and for any applicable late payment charges to the extent described above.

Provided none of the foregoing exceptions are applicable, if we duplicate a payment or process a payment for an amount higher than indicated in your Payment Instructions, we will use our reasonable best efforts to recover the overpayment from the payee. If we can recover an overpayment, we will return the amount of the overpayment to you. If we cannot recover an overpayment from the Payee and if the overpayment caused a credit to your account with the Payee, we will notify you of that fact and you will be responsible to make appropriate arrangements with the Payee to receive a refund of the credit or have it applied against future balances.

THE FOREGOING ARE OUR ONLY OBLIGATIONS TO YOU, AND ARE YOUR EXCLUSIVE REMEDIES, FOR ANY PAYMENT DELAYS, FAILURES OR ERRORS IN CONNECTION WITH THE BILL PAYMENT SERVICE. IN ADDITION, IF YOU DO NOT FOLLOW THESE RULES OR IF YOU DO NOT ALLOW US ENOUGH TIME TO COMPLETE A PAYMENT, YOU ALONE ARE RESPONSIBLE FOR ANY PENALTIES OR LATE CHARGES ON THAT PAYMENT. IN NO EVENT WILL WE OR OUR PROVIDERS BE RESPONSIBLE FOR ANY OTHER DAMAGES OF ANY KIND, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY, INCLUDING WITHOUT LIMITATION LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF YOUR USE OF THE BILL PAY SERVICE. IN ANY EVENT, OUR TOTAL, AGGREGATE LIABILITY TO YOU IS LIMITED TO THE AMOUNTS PROVIDED FOR IN THIS SERVICE GUARANTEE SECTION OF THIS AGREEMENT.

**6.3 Method of Payment.** We will make payments for you (i) by Electronic Payment against your Funding Account, (ii) Electronic to Check Payment or (ii) by a Direct Check drawn on your Funding Account. Funds for a payment made by Electronic Payment or by Electronic to Check Payment will be withdrawn from the Funding Account you specified as early as the Processing Date for the payment. Note: if the Software permits and you upload an invoice to accompany your payment, then that payment cannot be made by Electronic Payment.

**6.4 Authority to Charge Your Account.** You must designate a Funding Account and maintain a balance sufficient to fund all bill payments you initiate (in addition to all other charges and debits you may incur or authorize to that Account).

You represent and warrant that you are authorized to charge that Account for all bill payments you initiate, and you will indemnify and hold us harmless from any claims by any other owner of that Account. You also agree that we are not responsible for any overdraft or insufficient funds situation or charge (including, but not limited to, finance charges, late fees or similar charges) caused by your failure to maintain a sufficient balance in that Account. You also authorize (but do not require) us to charge any of your other deposit accounts with us in order to fund your bill payments if there are insufficient funds in the Funding Account or the Funding Account is closed. You acknowledge that we will charge our standard insufficient funds and/or return check fees for any Direct Check we return. In addition, you agree we or our Provider may charge a service fee of \$20.00 that is in addition to our standard fees for returned Electronic Payments, for any Electronic Payment that we return, including, but not limited to, returns resulting from insufficient funds in your Account, or the fact that your Account is closed. If there are insufficient funds in your Account, we may (but we are not obligated to) advance the funds to make payment to the Payee. You agree to pay us upon demand for any amounts that we have advanced to fund any bill payment, together with any applicable overdraft fees.

**6.5 Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment that is not yet in process by following the directions within the Service. You may cancel a one-time payment, or all of the payments in a scheduled series of recurring payments, or one payment in a series of scheduled recurring payments. There is no charge for canceling or editing a Scheduled Payment. **ONCE THE SERVICE HAS BEGUN PROCESSING A BILL PAYMENT, IT CANNOT BE CANCELED OR EDITED.** You cannot cancel a Scheduled Payment by contacting Customer Service or our other departments.

**6.6 Stop Payments.** Even though the Service has begun processing a Scheduled Payment, and such payment cannot be canceled or edited through the Service, you might be able to stop certain payment by contacting Customer Service in accordance with the terms of the Deposit Account Agreement governing the Account. That stop payment process is separate and apart from this Service.

**6.7 Prohibited Payments.** Bill payments to Payees outside of the United States or its territories are prohibited.

**6.8 Restricted Payments.** Payments to government agencies, organizations and institutions, and court ordered payments can be scheduled through the Service, but such payments are strongly discouraged and must be scheduled at your own risk. In no event shall we be liable for any claims or damages resulting in connection with these types of payments. The Service Guarantee as it applies to any late payment related charges is void for these types of payments. We have no obligation to research or resolve any claim resulting from a government or court ordered payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be your sole responsibility.

**6.9 Payment Addresses.** We reserve the right to change the address of a Payee to whom we send payments, without notification, in the following situations:

1. The information returned by our address cleansing process determines that the format of the address does not comply with the USPS standards.
2. We have determined that the address provided is not a valid address for the Payee.
3. The Payee has closed the address, and provided us (via the USPS) with the new address.
4. We have established a relationship with the Payee to send payments to a different address than the one provided in your Payment Instructions or on your bill or statement.

**6.10 Failed or Returned Transactions.** In using the bill payment service, you are requesting that we make payments for you from your specified Funding Account. If we are unable to complete a payment for any reason associated with that Funding Account (e.g., insufficient funds), we have no obligation to complete the payment.

**6.11 Our Right to Refuse to Make Payments.** We may refuse to make any bill payment that we believe may be prohibited by law or is otherwise suspicious. If any bill payment is not made due to insufficient funds, or is returned for any reason, we may refuse to make subsequent payments for as long as we determine to be necessary or prudent. We also reserve the right, and will promptly notify you of our decision, to refuse to make any other payment.

**6.12 Returned Payments.** In using the bill pay service, you acknowledge that Payees and/or the United States Postal Service may return payments for various reasons such as, but not limited to, Payee's forwarding address being expired; Payee account number is not valid; Payee is unable to locate your account; or your account with Payee account is paid. We will use reasonable efforts to research and correct the returned payment and return it to your Payee, or alternatively, void the payment and credit your Account.

**6.13 Joint Owners.** Joint owners of your Funding Account may also enroll for our bill pay services and schedule payments to be charged against the Funding Account. Each joint owner of the Funding Account has full and independent authority to use our bill pay services as if they were the sole owner, without the consent of or notice to any other joint owner. Such powers may include, without limitation, the authority to: (a) view all billing data and pay bills or other obligations of any joint owner; (b) order the payment or transfer of funds from the Funding Account; or (c) close the Funding Account at any time. We may: (a) honor the orders and follow the instruction of any one joint owner, without liability to any other joint owner(s), and without any obligation to give notice to other joint owners, or to inquire whether such other owner's consent; (b) honor any payment order from a joint owner even though it may create an overdraft in the Funding Account (and all joint owners are jointly and severally liable for repayment of overdrafts created by any joint owner); and (c) treat any notice required or permitted to be given concerning the Funding Account as being given to all joint owners when such notice is given to any one joint owner.

**6.14 In Case of Errors or Questions about a Bill Payments.** Please contact our Customer Service (see contact information listed in Section 1) in regard to errors or questions about your transfers. ALL QUESTIONS ABOUT BILL PAYMENTS MADE THROUGH THE SERVICE OR WITH YOUR ACCESS CREDENTIALS MUST BE DIRECTED TO OUR CUSTOMER SERVICE AND NOT TO OUR THIRD-PARTY SERVICE PROVIDERS. We provide the bill pay service to you and are responsible for resolving any errors in payments made through the bill pay service or with your Access Credentials.

Your bill payment transactions will appear on the periodic Account statements we issue. SAVE COPIES OF YOUR PAYMENT INSTRUCTIONS AND CHECK THEM AGAINST THE ACCOUNT STATEMENT YOU RECEIVE. If you have any questions about one of these transactions, call or write Customer Service (see contact information in Section 1).

**7. FEES AND ADDITIONAL CHARGES.** Monthly Service fees and any additional fees for bill payment functionality and/or excess transactions are disclosed in the fee schedule for your deposit accounts, as amended from time to time. There may also be fees for optional services (such as expedited delivery) that may be available on a per-transaction basis, but those will be disclosed within the Service before you choose to incur them. Monthly fees will be charged to your Billing Account regardless of whether you use the Service used during the billing cycle. You authorize us to charge any transaction fees to either your Billing Account or the Funding Account used for that transaction. If your applicable Billing Account or Funding Account is closed or has insufficient funds, you authorize us to debit any other deposit account that you have with us. You also authorize us to debit or credit your Billing Account and Funding Accounts to correct or adjust fees and transaction amounts.

**8. PRIVACY.** You authorize us and our Providers to disclose information about you to third parties if (a) it is necessary to complete a bill payment or transfer requested with your Access Credentials, to research transactions or instructions, or to resolve questions or disputes about transactions; (b) it is necessary to comply with a governmental agency or court order; (c) you give us your written permission; (d) you ask us to assist with posting of a bill payment at a Payee; (e) it is necessary for activating additional services that you requested; (f) it is within the guidelines set forth by our privacy policy. You may review the ZB, N.A. Privacy Policy and Online Privacy Statement by visiting the online agreement center for the Division where you bank:

For customers of:	website:
Amegy Bank	<a href="http://www.amegybank.com">www.amegybank.com</a>
California Bank & Trust	<a href="http://www.calbanktrust.com">www.calbanktrust.com</a>
National Bank of Arizona	<a href="http://www.nbarizona.com">www.nbarizona.com</a>
Nevada State Bank	<a href="http://www.nsbank.com">www.nsbank.com</a>
Vectra Bank Colorado	<a href="http://www.vectrabank.com">www.vectrabank.com</a>
Zions Bank	<a href="http://www.zionsbank.com">www.zionsbank.com</a>

You also hereby authorize your payees to disclose to us and our Providers information regarding you to complete transactions using the Service, or to resolve questions about such transactions.

## 9. GENERAL

**9.1 Use Limitations.** You agree to use the Service only for lawful purposes. You must provide at your own expense all telephone and Internet connections, equipment and Software needed to access and use the Service. The availability of the Service may be subject to interruption and delay due to causes beyond our reasonable control.

**9.2 Changes to the Service, Fees and this Agreement.** We reserve the right to change the Service and this Agreement, including fees and functionality, in our sole discretion and from time to time. In such event, we will provide such notice as may be required by law. If you do not agree to any amendments after receiving a notice of the change to the Service or this Agreement, you must stop using the Service and terminate this Agreement. Your continued use of the Service after you are notified of any change(s) will constitute your agreement to such change(s). To terminate, see the section below entitled "Terminating this Agreement."

**9.4 Other Provisions.** This Agreement cannot be assigned, sublicensed or otherwise transferred in whole or in part by you without our prior written consent. If any provision of this Agreement is unenforceable, the validity and enforceability of the other provisions shall not be affected. Failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce such provision.

**9.5 Indemnity.** You agree to defend, indemnify and hold us and our Providers harmless from and against any third-party claims, including any damages, costs, expenses and attorneys' fees arising out of your violation of this Agreement, or your use of the Service except to the extent that such third-party claim is the result of gross negligence or willful misconduct.

**9.6 Disclaimer of Warranty.** YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, AND THAT THE SERVICE IS PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF AVAILABILITY, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**9.7 Limitation of Liability.** THE REMEDIES SET FORTH IN THIS AGREEMENT ARE OUR ONLY OBLIGATIONS TO YOU, AND YOUR EXCLUSIVE REMEDIES, FOR ANY TRANSFER OR PAYMENT DELAYS, FAILURES OR ERRORS. IN NO EVENT WILL WE OR OUR PROVIDERS BE RESPONSIBLE FOR ANY OTHER DAMAGES OF ANY KIND, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY, INCLUDING WITHOUT LIMITATION LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF YOUR USE OF THE SERVICE. IN ANY EVENT, OUR TOTAL, AGGREGATE LIABILITY TO YOU IS LIMITED TO THE AGGREGATE AMOUNT OF FEES YOU HAVE PAID FOR THE SERVICE DURING THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO YOUR CLAIM OR \$500, WHICHEVER IS GREATER.

**9.10 Changes to Your Information.** You must promptly update all your profile information, including but not limited to name, physical address, e-mail address and Account information. To update your profile information, call Customer Service at the number provided above in Section 1. We are not responsible for mail we send to your old mailing or e-mail address prior to receiving updated information from you. All changes made are effective immediately for scheduled and future payments paid based on the updated Account information. We are not responsible for payment processing errors or fees resulting from your failure to update your information, or failure to provide accurate Account or contact information. **PLEASE NOTE: any profile information that you enter into your Software will not be communicated to us. You will still need to call Customer Service** (see contact information in Section 1).

**9.11 Governing Law; Venue.** This Agreement, the Service and any transactions under or in connection with the Service are governed by and construed under the laws of the state specified in your Deposit Account Agreement as governing your Billing Account, without regard to conflicts of laws provisions. You hereby consent to the jurisdiction of that state and the federal courts located in that specified state with respect to any claim relating to this Agreement.

**9.12 Terminating This Agreement.** If you do not access your Accounts via the Service for any six (6) month period, your Service may at our discretion be disconnected without notice. We may cancel this Agreement for any other reason, at any time, upon sending notice to you (or such prior notice as may be required by law), by U.S. mail, telephone, or electronic delivery in a manner permitted in Section 1.

You may terminate this Agreement and cancel your Service by contacting Customer Service (see contact information listed in Section 1), after which we shall have a commercially reasonable time to act upon your notice. If the Agreement is terminated by either party, you may no longer use the Service. Termination shall not affect any fees or charges already due to us from you. Any Bill payment(s) we have already begun processing before the requested termination date will be completed. **Future Scheduled Payments, including recurring payments, will not be processed once the Service is cancelled.**

The sections above on “Other Provisions,” “Indemnity,” “Disclaimer of Warranty,” “Limitation of Liability” and “Dispute Resolution” sections of this Agreement shall all survive the termination of this Agreement. Any other sections which by their nature should survive termination shall also survive.

**9.13 Contents of Agreement.** This Agreement supplements and incorporates the Deposit Account Agreement (and, as may be applicable, your check reserve line agreement and credit card agreement) governing your Accounts with respect to the Service. Together, they constitute the complete and entire agreement between you and ZB, N.A. regarding the subject matter hereof. If there is a specific conflict between this Agreement and the Deposit Account Agreement(s), check reserve line agreement and/or credit card agreement, the terms of this Agreement shall control.

**9.14. Dispute Resolution.** Any dispute arising under or concerning this Agreement, the Service or any transaction using the Service shall be resolved in the manner set forth in the Deposit Account Agreement. The dispute resolution provisions of the Deposit Account Agreement are deemed incorporated herein (including any provision waiving rights to a trial by jury) but always subject to any applicable prohibitions by law.

**10. DEFINITIONS.** When used in this Agreement, the following terms have the following meanings:

**Account(s):** The eligible checking, savings, money market, check reserve line and credit card accounts that you maintain at a Division of ZB, N.A. and that you request and we allow in our discretion to be enrolled in the Service. Not all accounts of those types are eligible for enrollment (e.g., certain trust accounts are ineligible). Not all account types can be enabled for all functions of the Service (e.g., transfers cannot be made to or from credit cards, and advances cannot be taken from check reserve lines.)

**Billing Account:** The Account that you direct us to charge for any Service fee. (Your Billing Account can also be a Funding Account.)

**Business Day:** Monday through Friday, excluding State and Federal Reserve Holidays or other days that banks are legally closed. Written communications received on a non-Business Day, or after the cut-off time on a Business Day, shall be deemed received by us at the opening of our next Business Day. Unless otherwise disclosed online when you are using the Service, our cut-off time shall be 7:00 p.m. Pacific Time, 8:00 p.m. Mountain Time, and 9:00 p.m. Central Time.

**Deposit Account Agreement:** The Deposit Account Agreement and associated terms and conditions, disclosures and fee schedules that govern your checking, money market, or savings at ZB, National Association, as provided at Account opening, and amended and supplemented from time to time.

**Direct Check:** A check that we draw against your checking Funding Account for a bill payment, payable to your Payee, and signed or otherwise authenticated by us on your behalf.

**Electronic Payment:** A charge to your Funding Account for a bill payment, for credit to your Payee, that we make electronically, including without limitation by means of the Automated Clearing House (ACH) system.

**Electronic to check payment:** A check drawn on our Provider’s own account, funded by an ACH debit to your Funding Account.

**Funding Account:** The Account you specify to fund a specific bill payment or other transfer. We may charge any Service fee for that bill payment or transfer to either that Funding Account or the Billing Account. You may have multiple Funding Accounts.

**Password:** The security code issued to you to identify you as authorized to use the Service.

**Payee:** The person or entity to which you wish a bill payment be directed.

**Payment Instruction:** The information you provide to us for a bill payment to be made to a Payee (such as, but not limited to, Payee name, and Payee account number, Processing Date or Due Date).

**Processing Date:** The date on which a bill payment begins processing.



**Provider:** Any third party that we use to provide our Service to you. The Software is not part of our Service.

**Scheduled Payment:** A bill payment that has been scheduled through the Service but which has not begun processing.