

# External Transfer Agreement – Consumer Only

## ACH Services Agreement – Business Only

(Addendum to Your Digital Banking Service Agreement)

### General

This External Transfer Agreement (“Agreement”) supplements and is incorporated, by this reference, into the Digital Banking Service Agreement and Zions Bancorporation, N.A. Deposit Agreement (collectively the “Other Agreements”). Also, this Agreement offers the disclosures and terms for consumers accessing and using our external transfer services, including Transfers to a Friend. The Regulation E disclosures set forth herein and in the Other Agreements do not apply to non-consumers, such as individuals using their account for non-family, non-household or non-personal purposes or business entities.

The terms "you" and "your" refer to the individual customer accepting this External Transfer Agreement (this "Agreement"). The terms "our", "we", "us", and Division refer to Zions Bancorporation, N.A. (“Bank”). Any capitalized terms not defined herein, have the meaning as set forth in the Digital Banking Service Agreement.

By entering into this Agreement, you can electronically transfer funds from your Eligible Account to an External Account and from your External Account to your Eligible Account (“External Transfer”) or to a friend, who is a consumer with a deposit account held with the same Division as you, or if, applicable, at another financial institution (“Transfer to a Friend”).

### Definitions

**Access Credentials** means one or more login ID, password, identification number, token, biometric identification (e.g., fingerprint or facial recognition) or other means of identification and authentication, or combination thereof, that we require for logging into or otherwise accessing Digital Banking or a particular function of the service.

**Business Day** means every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

**Deposit Account** means any checking, savings or other deposit account with us that you have enrolled as an Eligible Account.

**Division** refers to any one of the following divisions with trade names that the Bank operates through: (i) Amegy Bank; (ii) California Bank & Trust; (iii) National Bank of Arizona; (iv) Nevada State Bank; (v) Vectra Bank Colorado; and (vi) Zions Bank.

**Eligible Account** means your Deposit Account with us that you have enrolled, in accordance with our procedures, to make such accounts accessible through Digital Banking. Some types of

deposit accounts cannot be enrolled. The types of accounts that can be enrolled is subject to change from time to time without prior notice.

**External Account** means a deposit account held outside of the Bank, which includes an account held at a Division of the Bank, that is owned by you or a third party (for which you are authorized to access and move money to and from).

**Related Documents** means any application, fee schedule, disclosures, set-up forms, specifications or addenda concerning Digital Banking.

**Website:** Your Division’s current Website is listed below. Your Division Website depends on which Division of Zions Bancorporation, N.A. provides your Digital Banking service(s):

<u>Customers of:</u>	<u>Division Website:</u>
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>

### Customer Service

The telephone number and address for your Customer Service depends on which Division of Zions Bancorporation, N.A. provides your Digital Banking:

<u>Customers of:</u>	<u>Call:</u>	<u>Or write:</u>
Amegy Bank	(888) 500-2960	P.O. Box 30709 Salt Lake City, UT 84130
California Bank & Trust	(888) 217-1265	P.O. Box 30709 Salt Lake City, UT 84130
National Bank of Arizona	(800) 497-8168 option 4.	P.O. Box 30709 Salt Lake City, UT 84130
Nevada State Bank	(888) 835-0551	P.O. Box 30709 Salt Lake City, UT 84130
Vectra Bank Colorado	(800) 884 6725	P.O. Box 30709 Salt Lake City, UT 84130

## **Authorization and Termination**

By enrolling an External Account, or by making an External Transfer, you accept the terms of the Agreement and: (a) represent and warrant that you are an owner of that External Account (and that you are authorized by any other owners of the External Account to enroll that account and make External Transfers); and (b) authorize the Bank to initiate debit and credit transactions on the External Account based on instructions entered through Digital Banking, or to correct any errors that we identify.

Your authorizations to us regarding any External Account will remain in full force until you terminate services for that or all your External Accounts as provided herein in the section entitled "Termination of the Services."

## **Enrollment of an External Account**

You will need to enroll an External Account before you can transfer funds to or from that External Account. To "enroll" an External Account, you must provide the following information regarding that External Account, account number, the ABA Routing and Transit number for the external financial institution, the name of the external financial institution, and whether the External Account is a checking or savings account. By enrolling an External Account, you authorize us to make a group of small transactions that a user of that External Account must verify, within 60 days, before we will approve that account for External Transfer activity.

We reserve the right to reject an enrollment request for any reason, including without limitation potential fraud or misuse, limitations as outlined by the United States Department of the Treasury's Office of Foreign Assets Control, or an incomplete enrollment. You agree to enroll only personal accounts (business, corporate, or organization accounts are NOT allowed).

Not all types of accounts are eligible for ACH transfers. You may be subject to penalties by the other financial institution, or may suffer negative tax consequences, for certain transactions involving retirement (401k, IRA, etc.), savings, money market accounts, certificates of deposit, trusts, loans, custodial, business, corporate and other types of accounts. It is your responsibility to verify with the external financial institution any restrictions regarding transfers to or from any External Account that you enroll. We are not responsible for direct, indirect, special or consequential costs, fees, losses, penalties, or other damages resulting from External Transfers that are not permitted under restrictions of other financial institutions or those imposed by applicable laws and regulations.

## **External Account Number**

We may but have no obligation to validate any External Account number that you provide in the enrollment process. It is your responsibility to ensure you enter a valid and correct External Account number. External Transfers sent to invalid or incorrect account numbers may not be

recoverable. If you provide an invalid or incorrect External Account number, we will NOT be responsible for returning funds due to an unrecoverable External Transfer.

### **Transferring To an External Account**

All External Transfers to enrolled External Accounts are subject to the rules and regulations of the other financial institution. You agree not to transfer any funds to an External Account where that transaction would not be allowed under the rules or regulations applicable to such accounts. You agree to obtain any and all permissions required by the other financial institution prior to transferring funds to an External Account.

When you place an order for an External Transfer to an External Account, we will hold the funds on the scheduled date of the transaction. The hold will remain in effect until the funds are sent and the transaction is posted.

We may honor but are not required to honor External Transfers to an External Account in excess of the collected funds in your Eligible Account. If your Eligible Account has insufficient funds to cover an External Transfer to an External Account, we may, at our sole discretion:

Honor the funds transfer under the terms of any Zions Bank overdraft protection plan you have established.

- Honor the funds transfer and create an overdraft in your Eligible Account. We may hold balances in your other accounts with us until the overdraft is paid. In addition, we may advance funds under your Division issued credit card. Charges to your credit card to cover these transfers will be considered a cash advance (see your credit card disclosures for applicable fees).
- Refuse to honor the funds transfer.
- Cancel any and all External Transfers to any and all External Accounts.
- Fees may apply to any of the above remedies. Any applicable fees will be charged at the same rate as an internal account overdraft. If funds are not available from any of your accounts, you agree to promptly reimburse us for the amount of the return along with applicable service fees, accrued interest, collection fees, and/or legal fees. Please refer to your Zions Bancorporation, N.A. Bank Deposit Agreement for additional details.

If any External Transfers to an External Account are returned to us for any reason, we will return the funds, within a reasonable time, to your Eligible Account.

### **Cutoff Hours**

For External Transfers, the cutoff time is 4:00 p.m. Mountain Time. Any External Transfer request on and after the cutoff time or not on a Business Day, will be deemed to be requested on the next Business Day.

### **Canceling Specific Funds Transfers**

You may cancel any scheduled one-time or recurring transfer initiated through Digital Banking if you do so within one business day prior to the scheduled transaction processing date (i.e., two business days prior to the scheduled delivery date). This can be done by submitting a timely request through Digital Banking, by calling or writing to us at the number or address given above for your applicable Division. A cancellation request for a one-time transfer will apply to that specific transaction.

We may refuse to honor any External Transfer, at any time for any or no reason, including but not limited to: written or verbal notice from other apparent owners of the External Account; overdrafts, unrecoverable rejects, or returns from the external financial institution; fraud; and/or illegal use.

### **Transfer Limits**

For security purposes, Zions Bank establishes limits on the amount of funds transfers that can be made during any one day. External Transfers are currently limited to a daily aggregate of \$10,000 for External Transfers to your Eligible Accounts (money coming in from your External Account) and for External Transfers from your Eligible Accounts (money going out from your Eligible Account held with us). However, transfers under Transfer to a Friend are currently limited to a daily aggregate of \$2,500. Limitations on aggregate or individual transfer amounts may be changed at any time without notice in our discretion. In addition, if you transfer from a savings or Money Market account, the account is limited to a total of six transfers per statement cycle. See your Zions Bancorporation, N.A. Deposit Agreement for details.

### **Fees**

There is no fee charged by Bank for an External Transfer or Transfer to a Friend. However, there may be fees charged by the external financial institution for ACH transactions involving an External Account. You should check with your other financial institution for any such fees.

### **Contact in the Event of Unauthorized Transfers**

If you believe any of your Access Credentials has been lost or stolen, call the Customer Service number set forth above for your Division or write: Attention: External Transfers, P.O. Box 3748, Salt Lake City, UT, 84110.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

### **Consumer Liability**

Tell us AT ONCE if you believe any of your Access Credentials have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your Access Credentials,

you can lose no more than \$50 if someone used your Access Credentials without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Access Credentials, and we can prove we could have stopped someone from using your Access Credentials without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by Access Credentials, debit card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was sent or made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

### **Error Resolution Notice**

In case of errors or questions about your electronic transfers: call or write Customer Service at the telephone number or address listed above for your applicable Division as set forth under the heading "Customer Service" as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transfer listed on a statement or receipt. We must hear from you no later than 60 days after we sent or made available the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any);

(2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and

(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for Visa® debit card point-of-sale transactions processed by Visa, or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly.

If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (5 business days for Visa® debit card point-of-sale transactions processed by Visa, or 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not provisionally credit your account. Your account is

considered a new account for the first 30 days after the first deposit is made, unless each owner already had an established account with us before the affected account was opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. Timeframes described herein may be different if your error or question does not claim unauthorized activity. You may ask for copies of the documents that we used in our investigation by calling Customer Service at the number listed above for your applicable Division.

### **Confidentiality**

We will disclose information to third parties about your account or the transfers you make:

- (i) Where it is necessary for completing transfers, or
- (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (iii) In order to comply with government agency or court orders, or
- (iv) If you give us your written permission.

### **Bank's Liability**

If we do not complete an electronic fund transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages proximately caused by us as prescribed by the federal Electronic Fund Transfer Act and its implementing Regulation E.

However, there are some exceptions to our liability. We will not be liable, for instance:

- (1) if, through no fault of ours, you do not have enough money in your account to make the transfer, or if the transfer would create an overdraft which would not be covered by or would exceed the credit limit on any overdraft protection account you have with us (or would exceed funds available in any deposit account that has been linked for overdraft protection);
- (2) if the funds you are attempting to transfer are subject to legal process or other encumbrance restricting such transfer;
- (3) if the electronic funds transfer system was not working properly, and you knew about the breakdown when you started the transfer;
- (4) if circumstances beyond our control prevent the transfer despite reasonable precautions that we have taken; or
- (5) if any other exception stated in this Agreement or other governing Related Documents or by law applies.

## **Preauthorized Payments**

Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at the number or write to the address for your Division as set forth under the heading, "Customer Service," above, in time for us to receive your request 3 Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for Failure to Stop Payment of Preauthorized Transfer. Our liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages proximately caused by us.

## **Documentation**

You will get a monthly account statement (unless there are no transfers in a particular month. In any case you will get the statement at least quarterly).

## **Bank Limitation on Liability**

The Bank shall not be liable for errors due: (i) to your Deposit Account or External Account containing insufficient funds to make the External Transfer, (ii) to the third party financial institution holding the External Account mishandling or delaying the processing or posting of the External Transfer funds; and (iii) to you providing us with incomplete or incorrect information for the account verification process for an External Transfer.

## **ACH Terms for External Transfers**

You agree and acknowledge that when you use Digital Banking to initiate an External Transfer that you authorize the Bank and/or its service provider, to initiate an ACH transaction to your account. You agree and acknowledge that the origination of all ACH transactions to your External Account or Deposit Account must comply with U.S. law.

You agree and acknowledge that the Bank is not required to give you next-day notice after the Bank's receipt of any ACH credit for a rejected or returned transfer request, instead notification is sufficient by posting the re-credited amount to the applicable deposit account held at the Bank used for the debit and listing it on your statement.



There is an ACH rule that makes payment of an ACH credit entry provisional until the financial institution, which holds the deposit account that is credited for the ACH credit entry, is in receipt of final settlement for such ACH entry. You specifically agree and acknowledge that you have received notice of this ACH rule. Further, if there is no final settlement, then the financial institution will be entitled to a refund from the person who authorized the ACH credit entry and you will not be deemed to have paid the amount of the ACH credit entry. For example, if you initiate an External Transfer request where funds are coming from your external deposit account held at another financial institution in order to be credited to your Deposit Account held at the Bank and the Bank credits you the amount of the external funds transfer request and you do not have the money in your External Account held with your financial institution to settle the External Transfer request, then we may debit your Deposit Account in the amount of the ACH credit entry and you will not be deemed to have paid the External Transfer request.

We are not responsible for detecting any errors in any transfer requested by you through Digital Banking. You are responsible for the content of any transfer instruction and the Bank may rely upon the information you provide to the Bank when processing the transfer instruction. The Bank and any other financial institution may rely solely on the account numbers and bank identifying numbers that you provide to the Bank regardless of whether or not you also provide the name of the account holder or the name of the financial institution. We and other financial institutions processing your transfers have no responsibility to identify or investigate any discrepancy between names and account numbers. Also, your obligation to pay the amount of any transfer request will not be excused in circumstances where your transfer request describes the name and account number inconsistently or the name and identifying number of the financial institution inconsistently.

### **Termination of the Service**

If, at any time, you wish to terminate your use of a service for any or all enrolled External Accounts, you will need to discontinue use of the service and immediately cancel any scheduled transactions, whether one-time or recurring transactions. (See Section entitled "Canceling Specific Funds Transfers.") You may cancel transactions that are not in-progress through Digital Banking, by calling our Customer Care Center at the applicable Division as set forth above in this Agreement or by writing to us at the applicable Division as set forth above in this Agreement. Termination of service with an External Account may be requested by you, or by any other owner or person presenting ownership of that External Account. Notwithstanding your termination of this service, this Agreement will continue to govern any transactions that cannot be canceled at the time of your termination.

We reserve the right to terminate your access, or any access, to this service, to cancel any and all transactions, and remove any or all enrolled External Account for any or no reason, including without limitation fraud, misuse, kiting, ACH transaction rejects and returns, or any unauthorized access or use of the Service.

### **Changes to Fees or Other Terms**

We reserve the right to change the fees or other terms described in this Agreement, as set forth in the Digital Banking Service Agreement.

January 2022

## **ACH Services Agreement**

**Employee Direct Deposit Policy:** Bank will process your ACH Entries requests (“Payments”) using the Bank ID (Routing and Transit Number) and Account Number entered, even if those numbers do not match the names of your intended Bank and Receiver. You are responsible for providing the correct Bank ID number and Account Number. Payments will be debited (processed) from your account up to one business day prior to the effective date. Payments initiated after 4:00 p.m. (Mountain Time) or on Saturday, Sunday or bank holidays will be processed on the next business day. Payments are subject to the terms and conditions of the Digital Banking Service Agreement. You can view all agreements in the Agreement Center. Further, Company agrees that its Offset Account (which is the designated funding account), including any future designated offset account, must be a deposit account that is maintained solely for business purposes and that ACH Entries will fail/reject if the Offset Account is a personal account.

**ACH Prenotes:** Prenotes are zero dollar entries that precede the first live entry (payroll). The purpose of a prenote is to verify account information. The Bank sends a prenote automatically when a Receiver is added, and prenote rules must be followed. A prenote must precede the first live entry by at least three business days. The Receiving Bank is not required to validate the name of the Receiver on the prenote, although many do; they are only required to check the account number. There is still a risk if the subsequent entry credits the wrong account (this is true for all originations, not just prenotes).