

# eDOCUMENTS SERVICES AGREEMENT

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

(Version October 2018)

You have requested the eStatements service, the eNotices service, the eTax Documents service (each a separate “**Service**”), or some combination of those Services, provided by Zions Bancorporation, N.A. (“**Bank**”). Bank conducts its business through divisions using the trade names of Amegy Bank, California Bank & Trust, National Bank of Arizona, Nevada State Bank, Vectra Bank Colorado and Zions Bank. This Agreement applies to only the specific Service(s) that you chose for enrollment. By enrolling in a Service, you accept the terms and conditions in this Agreement for that Service.

**Incorporation of Prior eSign Consent.** This eDocuments Services Agreement (this “**Agreement**”) is provided to you in electronic form only. You have already consented in your Digital Banking Services Agreement to using and receiving electronic disclosures, electronic communications and electronic records instead of paper. That earlier consent also applies to the Services under this Agreement. In gathering that earlier consent, we disclosed the hardware and software requirements for you to access and save electronic disclosures and electronic communications, and you affirmed that you have those systems and that capability. Our communications with you regarding the Services (including the “Notifications” and “eCommunications” defined below) shall ordinarily be limited to electronic communications. We recommend that you print or electronically save a copy of this Agreement and your future eCommunications.

**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 FOR ALL SERVICES

**“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 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 Digital 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 in the Service’s answers to Frequently Asked Questions.)

**“Customer Service”** means the telephone number for the Division of Zions Bancorporation, N.A. that provides your Digital Banking service:

| <u>For Customers of this Division:</u> | <u>Call:</u>   |
|----------------------------------------|----------------|
| Amegy Bank                             | (888) 500-2960 |
| California Bank & Trust                | (888) 217-1265 |
| National Bank of Arizona               | (800) 497-8168 |
| Nevada State Bank                      | (888) 835-0551 |
| Vectra Bank Colorado                   | (800) 884-6725 |
| Zions Bank                             | (800) 974-8800 |

**“Digital Banking”** means the personal or business online banking service and/or mobile banking service in which your Account is already enrolled with Bank.

**“Domain”** means the email domain from which we will send you Notifications. (Please do **not** use the Domain to contact Customer Service.) Your email software should be set to not block emails from the following domain used by the Division of Zions Bancorporation, N.A. that provides your Digital Banking service:

| <u>For Customers of this Division:</u> | <u>Domain:</u>                                  |
|----------------------------------------|-------------------------------------------------|
| Amegy Bank                             | customerserviceba@amegybank.com                 |
| California Bank & Trust                | CBT.Questions@zionsbancorp.com                  |
| National Bank of Arizona               | customerserviceba@nbarizona.com                 |
| Nevada State Bank                      | nsinfo@nsbank.com                               |
| Vectra Bank Colorado                   | information@vectrabank.com                      |
| Zions Bank                             | info@zionsbank.com and info@email.zionsbank.com |

**“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 Digital 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 in the Service’s answers to Frequently Asked Questions.

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

- a. Notification.** We will email a Notification to your registered email address when a new eCommunication is available to review in Digital Banking. Notification by email to you constitutes Notification to all co-owners on the Account.
- b. New eCommunication.** To view a new eCommunication, log onto Digital Banking. You can access all eCommunications via the Service’s homepage.
- c. 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 Digital Banking.

## **2. 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 Digital 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 Digital Banking and go to the eDocuments 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 our "Domain" (see Definitions above).

## **3. Obtaining Paper Copies**

To obtain a paper copy of any specific eCommunication, contact the Bank by calling the phone number specified above in the Definitions section for "Customer Service."

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 in the agreements center of Online Banking.)

## **4. Canceling 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 the bank by calling the phone number specified above in the Definitions section for "Customer Service," or by using the secure message link within 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.)

## **5. 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. If you suspect any unauthorized access to a Service, other portions of Digital Banking or any Account, you must immediately call the phone number specified above in the Definitions section for "Customer Service."

## **6. 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 Digital 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, Digital Banking Service Agreement, and other agreements 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 Digital 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.

## **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 Digital Banking profile, even though such accounts may be “linked” to your Digital Banking profile.

In Business Digital 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 Digital 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 Digital 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 Digital 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 Digital Banking for at least two (2) tax years. After that, you may request a paper copy of your tax forms by calling the phone number specified above in the Definitions section for “Customer Service.”
- 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**

You may obtain a paper copy of your tax statement by calling the phone number specified above in the Definitions section for “Customer Service.” 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 digital services such as bill pay, alerts, or other Digital 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 Digital Banking and go to that 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 our “Domain” (see Definitions above).

## **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 by calling the phone number specified in the Definitions section above.

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, 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 Digital 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 Digital Banking account and access and select the service. 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. 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. If you suspect any unauthorized access to your Service, other portions of Digital Banking or any Account, you must immediately call the phone number specified above in the Definitions section for "Customer Service."

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

This Agreement is an addendum that supplements, but does not replace, your Deposit Agreement, Digital Banking Service Agreement, and other agreements 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.