

# DirectNET<sup>SM</sup> Consumer Online Banking External Account Transfers Addendum

(Revised October 1, 2018)

## GENERAL

This External Account Transfer Addendum (Addendum) supplements, amends and becomes part of the DirectNET<sup>SM</sup> Consumer Online Banking User Terms and Conditions Agreement (Agreement). The terms of the Agreement are hereby ratified, affirmed and incorporated herein and shall continue to apply as amended hereby. Unless otherwise defined, capitalized terms shall have the meaning specified in or pursuant to the Agreement. All references to the term "Agreement" shall mean the DirectNET<sup>SM</sup> Consumer Online Banking User Terms and Conditions Agreement as modified by this Addendum. By accepting and agreeing to this Addendum and initiating the account verification process detailed below, you consent to the terms and conditions contained herein, including but not limited to authorizing the Bank to make test deposits and withdrawals.

## ENROLLMENT AND VERIFICATION

By selecting the External Account Transfer service option, you have requested that Zions Bancorporation, N.A. dba California Bank & Trust (CB&T) (Bank) allow you to transfer funds between an account held at the Bank (Deposit Account) and an account outside the Bank at another financial institution (External Account). In order to facilitate the transfer of funds to or from an External Account (External Transfer), you must complete the account verification process. You must know the account number, third party financial institution name and the routing number to initiate the verification process. As part of the process, we will be making two deposits to and one withdrawal from the External Account.

It is important to note that if the External Account to which you wish to transfer funds is designated by the Federal Reserve Board's Regulation D as a "savings account", such as a money market account, then it is subject to limits on the number of transfers and withdrawals allowed per month. If you are unsure if your External Account is subject to withdrawal limits, please contact the account holder or the financial institution holding the account. If at any time withdrawals from the External Account exceed the number allowed for the month, your financial institution may contact you. If you fail to complete the account verification process for a particular External Account, you will not be able to transfer funds to or from that External Account.

Once verified, you may make External Transfers involving up to ten (10) separate External Accounts at any given time. You may add and delete External Accounts but may only add and delete the same External Account twice. External Transfers are subject to limits on the aggregate dollar amount transferred between accounts on any single day. We reserve the right to change such limits from time to time. Be certain that you enter the correct account information as these transfers will not be recoverable if you make input errors. The Bank may or may not validate any External Account number provided in the enrollment process. If you provide an invalid or incorrect External Account number, the Bank will not be responsible for returning funds due to an unrecoverable External Transfer.

## ELIGIBLE ACCOUNTS AND FUNDS TRANSFERS

Not all accounts are eligible to be linked for External Transfers. Only personal checking, savings, or money market accounts are eligible for enrollment (business, corporate or organization accounts are not allowed). We reserve

the right to limit transfer eligibility to certain types of accounts and to change such eligibility from time to time. External Transfers can be made on a one-time or recurring basis. One-time transfers may be immediate or scheduled for a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals.

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, or (iii) to you providing us with incomplete or incorrect information for the account verification process for an External Transfer. If we know or receive notice that funds in your Deposit Account are needed to satisfy an obligation such as the payment of a cashier's check or the payment of a debit initiated at a point-of-sale terminal, we may place a hold on those funds, making them unavailable for an External Transfer, until the final settlement date when the funds are withdrawn to pay the obligation. External Transfers are limited to a daily aggregate of \$2,500 for External Transfers to and from External Accounts. We reserve the right to change such limits from time to time. Any transfer initiated on a day that is not a business day will be processed the next business day and will count toward the limit for that day.

When you place an order for an External transfer to an External Account, we will hold the funds on the business day before the scheduled delivery date of the transaction. The hold will remain in effect until the funds are sent and the transaction is posted. External Transfers are subject to the availability of sufficient funds at the time the transaction is posted. If enough funds to complete the transaction are not available, the Bank may, in its sole discretion, honor the transaction and create the overdraft, or cancel the transaction. In either case, we may charge a non-sufficient funds (NSF), overdraft, or similar fee for transactions processed that overdraw your account. Please refer to the applicable account agreement and fee schedule for details.

Transfers to or from External Accounts generally take between one and three business days to settle. This means immediate transfers may take up to three days before funds have actually transferred. This also means that scheduled transfers, both one-time and recurring, will also settle one to three days after the scheduled delivery date.

## **CANCELLATION AND TERMINATION**

You may cancel any scheduled one-time or recurring External Transfer initiated through Online Banking if you do so within one business day prior to the scheduled transaction processing date (i.e., two business days before the scheduled delivery date.) This can be done by deleting the scheduled transfer from within Online Banking. A cancellation request for a one-time transfer will apply to that specific transaction. An External Transfer MAY NOT be canceled once in process.

If, at any time, you wish to cancel your use of the service, you will need to discontinue use of the service and immediately cancel any scheduled transactions, whether one-time or recurring transactions. You may cancel transactions that are not in progress by accessing the service. Notwithstanding your termination of the service, this Agreement will continue to govern any transactions that cannot be cancelled at the time of your termination.

The Bank reserves the right to terminate the Agreement and your ability to perform External Transfers in whole or in part at any time without prior notice. All External Transfers are Automated Clearinghouse (ACH) transactions and as such you and each External Transfer are subject to the National Automated Clearing House Association (NACHA) Operating Rules in effect. Not all types of accounts are eligible for ACH transfers. You may be subject to penalties by the third-party financial institution, or may suffer negative tax consequences, for certain transactions involving retirement (401K, IRA, etc.), savings trusts loans, custodial and other types of accounts. It is your responsibility to verify with the third-party financial institution any restrictions regarding transfer to or from any External Account that you enroll.

## FEES

There are no fees to transfer funds into your CB&T account from an external account. However, there is a \$2.50 per transfer fee when transferring funds from your CB&T account out to an external account. There may also be fees charged by the third-party financial institution for ACH transactions involving an External Account. You should check with the third-party financial institution for any such fees.

We reserve the right to change the fees or other terms described in this Agreement, as set forth in the DirectNET<sup>SM</sup> Consumer Online Banking User Terms and Conditions Agreement. **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR EXTERNAL TRANSFERS** Please contact our DirectNET<sup>SM</sup> Consumer Online Banking Customer Service Center at **1-888-217-1265** in regard to errors or questions about your External Transfers.

Refer to the section in your CB&T Deposit Account Agreement & Disclosure that outlines how errors and questions on electronic fund transfers are processed. Except as specifically provided for in the Agreement or where law requires a different standard, you agree that the Bank shall not be responsible for any loss, whether caused by the Bank, the third-party financial institution, by equipment or software, by Internet Service providers, or by any agent or subcontractor of any of the foregoing. The Bank shall not be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use, or maintenance of equipment software. The External Transfer services are provided "as is", and we do not make any warranties of any kind, either express or implied, including without limitation any warranties of merchantability or fitness for a particular purpose.