

## Terms & Conditions

The e-Customer Service Website (the "Site") provides to ZB, N.A. dba California Bank & Trust ("Bank") cardholders the ability to access credit card account information online, and to conduct other activity with respect to credit card accounts (collectively, the "Service"). Cardholders and any other persons accessing the Site are subject to these Terms and Conditions for use of the Site and the Service.

### AVAILABLE SERVICES

**Account Summary.** By accessing the Site, you can obtain information regarding your account, including account balance, payment information, available credit and credit limit.

**Pending Authorizations.** You can obtain information about your recent transactions that have been authorized (and your available credit reduced accordingly), but not yet posted to your account.

**Transaction History.** You can obtain information on credit card transactions that have been posted to your account, both for the current billing cycle and for past billing cycles, similar to the information contained in your regular credit card statement.

**Activity History.** You can view detailed information about a specific transaction.

**File Downloads.** This functionality allows you to download information regarding posted transactions to certain personal finance software packages. You shall be responsible for obtaining and maintaining such personal finance software packages.

**View Rewards Points.** You can obtain a summary of the Rewards Points that have been earned on your accounts under Bank's credit card rewards programs.

**ACH Online Payments.** This function allows you to pay your credit card bill from your deposit account at Bank or at another financial institution. By using this function, you authorize Bank or its service provider to debit your deposit account that you identify for this purpose. If you perform this function, but there are insufficient funds in your deposit account to cover the payment amount, the payment will not occur. You must verify that there are sufficient funds in your account to cover the payment you authorize, and make other payment arrangements if such funds are insufficient. There may be other online payment options for paying other bills through Linked Sites, as described below.

**Electronic Statements.** You may choose to receive your credit card account statements online, or to receive both online statements and paper statements.

- IF YOU CHOOSE TO RECEIVE ONLY ONLINE STATEMENTS, BANK WILL NOT MAIL YOU PAPER COPIES OF YOUR STATEMENTS. YOU MAY WITHDRAW YOUR CONSENT TO RECEIVE STATEMENTS ELECTRONICALLY BY CALLING OUR CUSTOMER SERVICE CENTER AT 1-888-758-5349.
- IN ORDER TO ACCESS YOUR ONLINE STATEMENTS, YOU MUST USE A COMMONLY ACCEPTED AND RECENT VERSION OF AN INTERNET BROWSER. WE CAN ACCEPT INTERNET EXPLORER 11.0 OR LATER, MOZILLA FIREFOX 27.0 OR LATER, APPLE SAFARI 6 OR GOOGLE CHROME 34 OR LATER. YOUR BROWSER MUST HAVE 128-BIT ENCRYPTION.
- IN ORDER TO KEEP STATEMENTS SENT TO YOU ELECTRONICALLY, YOU MUST HAVE THE ABILITY TO PRINT OR SAVE THEM TO YOUR COMPUTER. IF YOU HAVE ANY QUESTIONS OR PROBLEMS IN PRINTING OR SAVING NOTICES OR DISCLOSURES, CALL OUR CUSTOMER SERVICE CENTER AT 1-800-840-4999.
- IF YOU WOULD LIKE A PAPER COPY OF ANY ELECTRONIC STATEMENT, YOU MAY REQUEST ONE BY CALLING OUR CUSTOMER SERVICE CENTER AT 1-888-758-5349. THERE WILL BE NO CHARGE FOR THE FIRST PAPER COPY OF ANY STATEMENT THAT YOU RECEIVE ONLY BY ONLINE MEANS. A FEE MAY BE CHARGED FOR SUBSEQUENT COPIES.

Account Information. The account information available through the Account Summary, Pending Authorizations, Transaction History, Activity History, File Downloads and View Reward Points functions of the Service is not intended to replace the regular credit card statement you receive by mail or other means. You must refer to your regular credit card statement for complete account information, including important information about your rights and obligations.

## SECURITY

For security purposes, we may view, monitor, and record activity on this Site without notice or permission from you. Any information obtained by monitoring, viewing, or recording may be subject to review by law-enforcement organizations in connection with investigation or prosecution of possible criminal activity on the Site. We will also comply with all court orders involving requests for such information.

## YOUR CONDUCT

While accessing the Site or otherwise using the Service, you agree not to:

1. Tamper with, hack, modify or otherwise corrupt the security, content or functionality of the Site or the Service;
2. Restrict or inhibit any other User from using and enjoying the Site or the Service;
3. Transmit any information or software that contains a virus, worm, Trojan horse, or other harmful or disruptive component;
4. Engage in any illegal activity using or in connection with the Site or the Service;
5. Copy, remove or alter any content, intellectual property or copyright, trademark or other proprietary notice or legend displayed on the Site or printed pages from the Site.

We also reserve the right, in our sole discretion, to prohibit any user who violates these terms from using the Site and the Service. Such prohibition may occur without notice to the user.

## LINKED SITES

This Site may contain links to other Web sites operated by third parties, including payment service providers ("Linked Sites"). Accessing any Linked Site is at your own risk. We are not a party to any agreements you enter with or through Linked Sites, and are not responsible for the services offered by or through such Linked Sites. Please be aware that the Internet is a public network, and Bank cannot guarantee that any information transmitted to or from, or any transactions conducted via Linked Sites are absolutely secure or that a third party will not be able to access or intercept such information.

## LIABILITY LIMITATIONS

We will not be liable for any loss related to the Service that results from a cause over which we do not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, power outages, telephone or other interconnect problems, computer viruses, "hacking," unauthorized access, theft, operator errors, delays in the banking system, severe weather, earthquakes, natural disasters, strikes or other labor problems, acts of terrorism, wars, or governmental restrictions. In addition, we will not be responsible for any problems, costs or consequences of:

1. Your inability to access the information on the Site.
2. Inaccuracies or errors in the information or material on the Site.
3. Termination or suspension of your participation in the Service for security purposes.

## DISCLAIMERS

THE SERVICE (AND ALL OTHER RELATED SERVICES) IS PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO: ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY OR CONTENT OF INFORMATION, PRODUCTS, SERVICES, OR RESULTS; AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

We reserve the right to change and/or discontinue our currently provided services at any time, for any reason, to the extent permitted by applicable law.

#### YOUR ACCEPTANCE

These Terms and Conditions shall become a part of, and the Services shall be governed by, the Internet Banking Services Agreement you have previously agreed to. In the event of conflict between these Terms and Conditions and the Internet Banking Services Agreement, the provisions of these Terms and Conditions shall control.