Consumer Credit Card Agreement

VISA® PLATINUM, VISA® CLASSIC, VISA® STUDENT, VISA® SECURED, and MASTERCARD®

Effective 07/01/2011

1.0: INTRODUCTORY PROVISIONS AND DISCLOSURES:
The following information on interest rates, interest charges, and fees are accurate as of the effective date of this Agreement and may have changed after that date. To find out what may have changed, call us at 1-888-758-5349.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	• **5.25%** for Vectra Bank Private Banking Platinum • **6.25%** for Vectra Bank Executive Banking Platinum • **7.00%** for Low Rate Visa Platinum • **8.25%** for Visa Platinum and National Bank of Arizona Visa Reserve • **12.25%** for Visa Classic, Student Visa Classic and MasterCard • **12.25%** for Visa Secured (**8.25%** for National Bank of Arizona Visa Secured) The APR will vary with the market based on the Prime Rate. See your card agreement for the APR applicable to your account.
APR for Cash Advances and Quasi Cash Transactions	**19.24%** The APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	**19.24%** The APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance due by the due date each month. We will begin charging interest on cash advances, quasi cash transactions and balance transfers on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than **$1**.
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the Federal Reserve Board website at http://www.federalreserve.gov/creditcard.
Fees	
Annual Fee	**None** **$25** annual fee for Nevada State Bank Visa Secured Card.

Transaction Fees:	
▪ **Cash Advance and Quasi Cash Transactions**	**3%** of the amount of the transaction, but not less than **$5**.
▪ **Balance Transfer**	**2%** of the transfer amount but not less than **$5** or more than **$50**.
▪ **International Transaction**	**2%** of the U.S dollar amount of the transaction, whether originally made in U.S. dollars or converted from a foreign currency.
Penalty Fees:	
▪ **Late Payment**	Up to **$25**
▪ **Returned Payment**	Up to **$25**

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)". See your cardholder agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your cardholder agreement.

1.1: Zions First National Bank ("Zions Bank") is a national bank that, among other things, issues credit cards to its customers and to customers of its affiliate banks, which affiliates include **Vectra Bank Colorado N.A., National Bank of Arizona, and Nevada State Bank,** ("Affiliate Banks") all of these banks are subsidiaries of Zions Bancorporation. Zions Bank also issues credit cards to customers of various agent banks. This CREDIT CARD AGREEMENT (this "Agreement") replaces and supersedes any previous Consumer Credit Card Agreement and Disclosure Statement (and amendments thereto).

1.2: DEFINITIONS AND PARTIES TO AGREEMENT: The following definitions apply and will help you better understand this document: The word **"Bank"** means Zions Bank. The words **"Affiliate Banks"** refer to subsidiaries of Zions Bancorporation. The words **"Card Agreement"** refer to this Agreement together with the Card Application and the folder containing the Card. The word **"Card"** refers to the one or more credit cards and the associated card number that the Bank has issued with the account number for your Card Account, including any renewal or replacement cards. The words **"Card Account"** refer to the Visa Platinum, Visa Classic, Visa Student, Visa Secured, or MasterCard credit card account governed by the Card Agreement between you and the Bank. The words **"Card Application"** refer to the credit application for the Card Account. The words **"Credit Card Checks"** refer to the one or more checks that the Bank may provide to access your Card Account. The words **"Credit Limit"** refer to the maximum available dollar amount of credit authorized by the Bank. The words **"Outstanding Balance"** refer to the entire amount owing on your Card Account at any given time. The words **"Cash Back Savings"** refer to the Cash Back Rebate program which may not be offered by some Affiliate Banks. The words **"you"** and **"your"** refer to the one or more individuals (including the primary applicant and any co-applicant) who have received credit from the Bank and who are liable on the Card Account. The words **"we"** or **"us"** refer to Zions First National Bank ("Zions Bank").

1.3: AGREEMENT: This Agreement documents the agreement between you and the Bank regarding your Card Account. This Agreement contains important information that you should review carefully and keep in your records. This Agreement becomes effective on the earlier of (1) 15 days after the Bank sends you the Card, or (2) your first use of the Card or Card Account. Any use of the credit associated with your Card Account constitutes your acceptance of the terms of this Agreement. If you do not wish to be bound by this Agreement, you must not use (or authorize anyone else to use) your Card or Card Account and you must cancel your Card Account within 15 days after receiving the Card.
1.3.1: Integrated Agreement. You agree that the Card Agreement is a final written expression of the agreement between you and the Bank and that the Card Agreement may not be contradicted by evidence of any alleged oral agreement.
1.3.2: Severability. The provisions of the Card Agreement are severable to the extent that any provision hereof held to be prohibited or unenforceable in an applicable jurisdiction shall not invalidate the remainder of the Card Agreement in that jurisdiction and shall be fully enforceable in any other jurisdiction not expressly prohibiting such provision.
1.3.3: Delay in Enforcement. The Bank may exercise its rights under the Card Agreement immediately or, at the Bank's sole discretion, may decline to enforce or delay in enforcing any such rights without losing, waiving, or impairing them.

1.3.4: Assignment and Binding Effect. You may not sell, assign, or transfer the Card Agreement or your Card Account or any portion thereof without the express prior written consent of the Bank. The Bank may sell, assign, or transfer the Card Agreement or your Card Account or any portion thereof without notice to you. Subject to the foregoing, the Card Agreement shall be binding upon the heirs, representatives, successors, and assigns of the parties hereto.

1.4: AMENDMENT OF THIS AGREEMENT: The Bank may amend this Agreement by changing, adding or deleting any term, condition, service or feature ("New Term") of your Account or of this Agreement at any time. The Bank will provide you with notice of the amendment to the extent required by law. Unless we state otherwise, any New Term may apply only to new activity on your account. If the amendment includes any change for which we need your consent, we will obtain your consent before that New Term becomes effective. If we need to do so, we may obtain your consent in any one or more of the following ways: (a) by your usage of the Account after we give you notice of the amendment; (b) by your failure to write us on time if we request that you write us to reject a New Term; or (c) by your affirmative agreement which may be obtained verbally, in writing or electronically.
1.4.1: If you do not agree to the Amendment. You must notify the Bank in the manner provided with the amendment within 25 days after the effective date of the change, and the Bank may close your Card Account and may elect to have you pay the Outstanding Balance as provided by law. Otherwise, you shall be deemed to have agreed to the change(s) in the Bank's notice. Use of the Card after the effective date of the change shall be deemed to be your acceptance of the new terms**.**
1.4.2: Any other term in the amendment will become effective without your consent, although you may be able to avoid a fee or charge by not making the type of transaction to which it applies after the effective date of the amendment.

1.5: CREDIT LIMIT: The Credit Limit on your Card Account is disclosed on each monthly statement (your initial Credit Limit appears on the folder containing the Card). You agree not to use or allow anyone else to use the Card or your Card Account in any way that would cause the Outstanding Balance to exceed your Credit Limit. You are liable for the Outstanding Balance even if it exceeds your Credit Limit. The Bank may increase or decrease your Credit Limit at any time and will notify you of such change. In addition, you may request a change in your Credit Limit by writing to the address shown on your monthly statement or by calling 1-888-758-5349 during business hours (8:00 a.m. to 5:00 p.m. Mountain Time, Monday through Friday, excluding holidays).

2.0: THE CARD:
2.1: Signature Panel. For your protection, the back of the Card contains a signature panel which should be signed before the Card is used.
2.2: Card is Bank Property. The Card is the property of the Bank and must be returned to the Bank if the Bank so requests. Also, the Bank can at any time and without cause and without notice, revoke the right to use the Card. If a merchant or a financial institution where the Card is attempted to be used asks for the surrender of the Card, it must be surrendered immediately.
2.3: Expiration. The Card will not be valid after the expiration date printed on the front of the Card and it must not be used after that date.
2.4: Renewal and Replacement Cards. The Bank will continue to issue renewal or replacement Cards until the Bank revokes the right to use the Card or until your Card Account is closed.
2.5: Additional Cards. You may request additional Cards at no additional cost for members of your family or for others you authorize to use your Card Account. However, you are responsible for all charges to your Card Account made by such persons.

3.0: AVAILABLE TRANSACTIONS: Subject to the restrictions described herein, the Card and your Card Account may be used in any of the following transactions:
3.1: Purchases. The Card may be used to purchase or lease goods or services wherever the Card is honored.
3.2: Cash Advances. Subject to your available Credit Limit, the Card may be used to obtain cash advances or make a quasi cash transaction from your Card Account (1) in person at the Bank or any participating financial institution or (2) at any ATM in the Bank network or any of the other participating ATM networks (the names of which are shown on the back of the Card), subject to the following limitation (certain ATMs may have other limits): the total dollar amount of such ATM cash advances plus all cash withdrawal electronic fund transfers made during any calendar day (from midnight to midnight) may not exceed $500 for each card issued with your Card Account number. Each cash advance or quasi cash transaction will create a charge to your Card Account.

3.2.1: Use of your Credit Card to withdraw cash from ATM's located outside of the Unites States creates a cash advance from and charge to your Card Account even if you select withdrawal from checking or savings account or any other type of account.
3.3: Electronic Online Cash Advances: Subject to your available Credit Limit, the Card may be used to obtain electronic online cash advances from your Card Account. Based on risk, we reserve the right to limit electronic online cash advance access at the sole discretion of the Bank. Each electronic online cash advance will be treated as a cash advance subject to a Cash Advance Transaction Fee charged to your Card Account.
3.4: Balance Transfers. Subject to your available Credit Limit, you can request a balance transfer to your Card Account. You may not use a balance transfer to pay off any other accounts you have with the Bank. You may only make a balance transfer to accounts that list you as an account holder. Allow 4 to 6 weeks to process your balance transfer request, during which time you should continue to make payments to those accounts. You will not earn any rewards points or cash back on a balance transfer.
3.5: Transfers. The Card may also be used to make transfers at the ATMs described above, electronic transfers to or from your checking account, savings account or other consumer asset account you may have at the Bank (subject to the Bank's rules, regulations and agreements governing such accounts, which you should have already received and which are incorporated herein). You may request copies of these materials by calling 1-888-758-5349. Transfers from your Card Account to your checking account, savings account or other consumer asset account will be treated as a cash advance subject to a Cash Advance Transaction Fee.
3.6 Credit Card Checks. For promotional purposes the Bank may provide a supply of Credit Card Checks to access your account. Use of the Credit Card Checks creates a cash advance from and charge to your Card Account. Each unused Check is the property of the Bank and must be returned to the Bank if the Bank so requests. Also, the Bank can, at any time and without cause and without notice, revoke the right to use the Credit Card Checks. You agree to waive any right you may have to stop payment on a Credit Card Check.
3.7 Internet Transactions: If your card is a Visa branded card, enrollment in the Verified by Visa program is required after 3 Internet purchases. If your card is MasterCard branded, enrollment in MasterCard SecureCode program is required after 3 Internet purchases. In order to make transactions over the Internet merchants may request your Verified by Visa or MasterCard SecureCode password to complete the transaction. If a password is not provided the merchant may deny the transaction. If the password is incorrect, we may deny the transaction. By allowing another to use your Verified by Visa password or MasterCard SecureCode password, you are authorizing the transaction on your account.
3.8: Internet Gambling Notice: Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling. We have elected to not offer accounts to organizations that offer or sponsor Internet gambling. Commercial accounts receiving or processing Internet gambling transactions are subject to closure.

4.0: MONTHLY STATEMENTS: The Bank will send you (or one of you) a monthly statement summarizing each transaction on your Card Account during the preceding billing period. Your monthly statement will show the total amount you owe as of the end of the billing period, including any interest charges, fees, the minimum payment due and the payment due date, which date is at least 25 days from the monthly statement closing date. It also shows your current Credit Limit. The Bank will mail or deliver your monthly statement to only one address. Preservation of your rights under federal law regarding resolution of billing errors depends upon your timely recognition of potential errors, as explained in "Billing Rights Summary" notice at the end of this Agreement.

5.0: HOW THE NEW BALANCE IS DETERMINED: The total amount that you owe the Bank at the end of the current billing period appears as the "New Balance" on the monthly statement. The Outstanding Balance at the end of the previous billing period is called the "Previous Balance". The New Balance is determined by taking the Previous Balance and (1) subtracting any payments and credits received by the Bank during the current billing period and then (2) adding any purchases, cash advances, quasi cash transactions, balance transfers, interest charges, fees, and other adjustments.

6.0: PAYMENTS: You promise to pay the Bank according to the terms of this Agreement the entire amount owing hereunder. You agree to make all payments in U.S. Dollars drawn on funds on deposit in the United States (however, the Bank may at its option choose to accept payments made in foreign currency or made by drawing on funds on deposit outside the United States, in which case you agree to

pay all conversion fees and bank collection fees incurred by the Bank, which amounts will be treated as purchase items). Do not send cash payments.
6.1: Payment Due Date. The payment due date on your Account will be the same date each month and your payment will be due by 5:00 p.m. in the manner and location specified on your billing statement.
6.2: Amount of Minimum Payment. If the New Balance is less than $30, the minimum payment is the full amount of the New Balance. If the New Balance is $30 or more, the minimum payment is the total of two figures: the first is any past due amount; the second is the sum of the greater of $30 plus late fees, or the combined total of 2.5% of the New Balance plus interest charges and late fees. You shall make (and the Bank shall have received at the address designated on your monthly statement) on or before 5:00 p.m. on the due date the minimum payment shown on your monthly statement (or, at your option, any greater amount up to the Outstanding Balance). Receipt of your minimum payment at any address other than that designated on your monthly statement may create a delay in posting the minimum payment to your Card Account and may thereby result in a late fee and additional interest charges. **Making only the minimum payment will increase the amount of interest you pay and the time it takes to repay your balance.**
6.3: Application of Payments. The amount of payments credited to your Account during a billing period will be applied first to unpaid interest charges, then to any miscellaneous fees, then to the balance having the highest APR, and then to each successive balance bearing the next higher APR until the payment is exhausted. Balances having the same APR will be paid beginning with the oldest balance first. Payment for more than the minimum payment amount (but not more than the Outstanding Balance) will be accepted as a single payment for that billing period; the amount in excess of the minimum payment will not be applied toward future payments due.
6.4: Acceptance of Partial or Nonconforming Payments. The Bank may accept late payments, partial payments or any payment marked with any kind of restrictive endorsement (such as “paid in full” or “in settlement”) without giving effect to the restrictive endorsement and without losing, waiving, or impairing any of the Bank's rights under this Agreement or under applicable law.
6.5: Delay of Available Credit: We credit payments to your account on the day we receive them however, we reserve the right, based on risk, to delay the available credit resulting from those payments.
6.6: Prepayment. You may repay all or any portion of the Outstanding Balance at any time without penalty.

7.0: DEFAULT: If the minimum payment is not received at the proper address on or before the payment due date, or if you fail to honor any other obligation under this Agreement, or if you die, file for bankruptcy, or become insolvent or generally unable to pay your debts, or if you have furnished false or misleading information on the Card Application, or if you are in default under any other obligations you may owe to the Bank, or if the Bank reasonably believes that you are unable or unwilling to honor all of your obligations under this Agreement, the Bank may declare the Outstanding Balance immediately due and payable, may close your Card Account, and recover the Card and all unused Credit Card Checks.

8.0: LEGAL ACTION AND COSTS: Without waiving the Dispute Resolution provisions of this Agreement, the Bank may take legal action (including collection action) against you and you agree to pay all collection costs whether or not awardable as court costs (including the cost of Bank staff) and reasonable attorney fees (including those of salaried Bank employees). If the Bank sues to collect and you win the lawsuit, the Bank will pay your court costs and reasonable attorney fees. Also, you agree that regardless of where you reside, the Bank may initiate legal action against you in the State of Utah and you hereby submit yourself to jurisdiction of the courts therein.

9.0: INTEREST CHARGES: The following interest charges will apply whether before or after default, judgment, or the closing of your Card Account.
9.1: Periodic Interest Charges on Purchases, Cash Advances, Quasi Cash Transactions and Balance Transfers. No periodic interest charge on purchases will be assessed if you have paid the total New Balance listed on the previous monthly statement in full by the payment due date (which is at least 25 days from the monthly statement closing date); otherwise, a periodic interest charge will be assessed on each purchase from the date of the purchase transaction. If during the previous billing cycle you paid in full by the payment due date, then in the current billing cycle you will have a grace period on the amount of any purchase balance in the current billing cycle that is paid by the payment due date, based on our payment allocation method. A periodic interest charge will be assessed on each cash advance, quasi cash transaction or balance transfer from the date of such transaction; there is no grace period within which such a transaction can be repaid without incurring an interest charge.
9.2: Periodic Interest Charge Calculation(s). The total amount of interest charge for a billing period will be calculated as follows (interest charges on purchases and interest charges on cash advances, quasi cash transactions and balance transfers are calculated separately and then the resulting amounts

combined to arrive at the total interest charges for the billing period): (1) We first determine the “average daily balance” of your account (including new transactions). To get the “average daily balance” we take the beginning balance of your account each day, add any new purchases (or cash advances, quasi cash transactions or balance transfers) and then subtract any payments or credits. This gives us the daily balance (any unpaid interest charges incurred during that billing period are not included in the daily balance). Then, we add up all the daily balances for the billing period and divide the total by the number of days in the billing period. This gives us the average daily balance, which is also called the “balance subject to interest charge” on your monthly statement; (2) We multiply the balance subject to interest charge by the number of days in the billing period; the resulting number is then multiplied by the daily periodic rate to determine the amount of interest charge.
9.3: Minimum Interest Charge. Notwithstanding the above, the minimum **INTEREST CHARGE** will be $1.

10.0: ANNUAL PERCENTAGE RATE (APR):
10.1: Daily Periodic Rate (DPR) and APR for Purchases. The **DPR** will be 1/365 (1/366 for a leap year) of the then current **APR**. The **APR** which is calculated on the average daily balance is a variable rate. The **APR** in effect throughout a particular billing period will be:

- **2.00%** for Vectra Bank Private Banking Platinum
- **3.00%** for Vectra Bank Executive Banking Platinum
- **3.75%** for Low Rate Visa Platinum
- **5.00%** for Visa Platinum and National Bank of Arizona Visa Reserve
- **9.00%** for Visa Classic, Student Visa Classic and MasterCard
- **9.00%** for Visa Secured (**5.00%** for National Bank of Arizona Visa Secured)

plus the Bank's **PRIME RATE** (as defined below) in effect on the day that precedes by 6 business days the first calendar day of the calendar month in which that billing period ends. The **APR** and **DPR** in effect for each billing period are disclosed on the corresponding monthly statement.
10.2: APR for Cash Advances, Quasi Cash Transactions and Balance Transfers: The **APR** in effect throughout a particular billing period for cash advances, quasi cash transactions and balance transfers will be 15.99% plus the Prime Rate.
10.3: Effect of Change in Rate. All other factors being equal, and subject to the method by which the minimum payment is calculated (as described above), an increase in the **APR** will increase the minimum payment, and a decrease in the **APR** will decrease the minimum payment.
10.4: Prime Rate: The interest rate on your account is subject to change from time to time based on changes in an independent index which is the Prime Rate as published in the *Wall Street Journal (the “Index”).* If a range of rates has been published, the higher of the rates will be used. Information about the Index is available or published daily in the *Wall Street Journal*. You acknowledge that the Prime Rate as used herein does not mean the lowest rate at which the Bank has made or may make loans to any of its customers, either now or in the future. If the Index becomes unavailable, the Bank may designate a substitute Index after providing notice to you. The APR will increase when the Prime Rate increases. If the Prime Rate changes, resulting in a change in the APR, the change will take effect on the first day of your billing cycle the following month.

The applied Index for the following as of 07/01/2011 is 3.25%.

10.5: DPR for Purchases: The DPR is calculated based on the corresponding APR. To determine your rate for Purchases, we add the Index to the applicable margin as follows:

- **2.00%** resulting in a **DPR** of 0.014383 (corresponding **APR** of 5.25%)
- **3.00%** resulting in a **DPR** of 0.017123 (corresponding **APR** of 6.25%)
- **3.75%** resulting in a **DPR** of 0.019178 (corresponding **APR** of 7.00%)
- **5.00%** resulting in a **DPR** of 0.022602 (corresponding **APR** of 8.25%)
- **9.00%** resulting in a **DPR** of 0.033561 (corresponding **APR** of 12.25%)

10.6: DPR for Cash Advances, Quasi Cash Transactions and Balance Transfers: The DPR is calculated based on the corresponding APR. To determine the rate, we add the Index to a margin of 15.99% resulting in a **DPR** of 0.052712 (corresponding **APR** of 19.24%).

11.0: CASH ADVANCE AND QUASI CASH TRANSACTION FEE: Each new cash advance or quasi cash transaction will be assessed a one-time fee equal to 3% of the amount of the transaction, but never less than $5.00. The transaction fee shall be fully earned when assessed.

12.0: OTHER FEES AND CHARGES:

12.1: Balance Transfer Fee: Each new Balance Transfer will be assessed a fee equal to 2% of the Balance Transfer, but not less than $5.00 or more than $50.00.
12.2: Late Payment Fee. If the minimum payment shown on your monthly statement is not received at the proper address on or before the payment due date, there will be a Late Payment Fee equal to your minimum payment due but no more than $25.
12.3: Returned Payment Fee. If any check or other payment on your Card Account is dishonored or must be returned because it cannot be processed, there will be a Returned Payment Fee equal to the amount of the minimum payment due but no more than $25, which will be treated as a purchase item.
12.4: Annual Membership Fee. There is a $25 annual membership fee for Nevada State Bank Visa Secured Card. There is no annual membership fee for all other cards referenced in this Agreement.
12.5: International Transaction Fee. 2% of the U.S. dollar amount of the transaction, whether originally made in U.S. dollars or converted from a foreign currency. If you incur a charge in a foreign currency, the charge will be converted into a U.S. Dollar amount by Visa International. Currently, the currency conversion rate used is either a wholesale market rate or a government mandated rate in effect one day prior to the date the transaction is processed by Visa International plus two percent (2%) of the U.S. dollar rate. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.
12.6: Research Fee ($15). For research that you request on your Card Account (unless such research involves an allegation of a billing error made by the Bank), there will be a research charge of $15 per hour, plus $5 per photocopy (which amounts will be treated as purchase items).
12.7: Expedited Card Delivery or Emergency Card Fee: If you request the Bank to provide “expedited card delivery” (which requires the services of an outside delivery service provider) or you request to personally obtain an “emergency card” (which requires special card production) at our Bankcard Center, you agree that we may charge a fee up to $75 for this service.

13.0: SECURITY INTEREST FOR SECURED ACCOUNTS. If you have a Secured Account, you have given the Bank a security interest in a savings account at the Bank to secure payment of your Card Account. If you withdraw your funds from the savings account, the Bank has the right to close your Card Account.

14.0: JOINT ACCOUNT. If your Card Account is in the name of more than one person, each and every such person shall be jointly and severally liable for the full Outstanding Balance, including without limitation any amount in excess of your Credit Limit. In addition, except as otherwise required by applicable law, you agree that all monthly statements and notices regarding your Card Account may be sent to any one of you.

15.0: INTERPRETATION; EFFECT:
15.1: Duration. Except for your right to use the Card and to make charges to your Card Account (which right expires when your Card Account is closed); all other provisions of the Card Agreement shall remain in full force and effect until your Card Account is closed and your Outstanding Balance is paid in full.
15.2: Headings. The headings used in this Agreement are for convenience only and shall have no bearing on the interpretation of this Agreement.
15.3: GOVERNING LAW. THE CARD AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES AND OF THE STATE OF UTAH REGARDLESS OF WHERE YOU MAY RESIDE OR USE YOUR CARD.

16.0: DISCLOSURES OF INFORMATION: You acknowledge and consent to the release of personal data about you by the Bank to Visa U.S.A., MasterCard, its Members, or their respective contractors for the purpose of providing emergency cash and emergency card replacement services.

17.0: RESTRICTIONS ON USE OF CARD ACCOUNT: Only the individual named on the Card is permitted to use it for charges, identification, or any other reason.
171: No Illegal Purpose. The Card, Card Account or Credit Card Checks shall not be used for any illegal purpose. You also agree not to use your Card or Credit Card Checks to gamble on the Internet or for any transaction that violates applicable law. We may block or refuse to approve any transaction that we believe may violate this provision.

18.0: LIABILITY FOR OBLIGATIONS:
18.1: Your Liability. You shall be liable for the full amounts of your Outstanding Balance regardless of the purpose whether for business purposes or for personal, family or household purposes of any of the charges made with the Cards or Credit Card Checks. Your liability shall also include all charges

regardless of the purpose made by any person to whom you have given express or implied permission to use the Card, Card Account or Credit Card Checks or has voluntarily provided the Card or Card number.
18.2: User's Liability. In addition to and not in lieu of your liability as set forth above, each User shall be jointly, and severally liable with you for all amounts resulting from: (a) all charges made by User for personal, family, or household purposes; and (b) all charges made by any person to whom that User has given express or implied permission to use the Card or Card Account or Credit Card Checks or has voluntarily provided the Card or the Card number, regardless of the purpose of any such charge.

19.0: LIABILITY FOR UNAUTHORIZED USE: If your Card, Card Account number or Credit Card Checks are lost or stolen, or if you think that someone used or may use them without permission, you agree to notify the Bank immediately by calling 1-888-758-5349. You may need to provide the Bank with certain information in writing to help the Bank determine what happened. You are not liable for loss, theft, or unauthorized use of your Card, Card Account, or Credit Card Check if you notify the Bank of any fraudulent transactions.
19.1: Liability for Unauthorized ATM Transactions: You are not liable for unauthorized use of your card for ATM transactions if you notify the Bank within two business days. In any case, your liability will not exceed $50.

20.0: REFUSAL OF THE CARD: The Bank will not be responsible or liable in any manner for any of the following or for any claim of whatever nature (including without limitation any claim for incidental or consequential damages) arising from or related to any of the following: the refusal or delay of any other financial institution, any merchant, or any person to honor the Card, your Card Account, or any Credit Card Check; any goods or services obtained with the Card and charged to your Card Account (except as and only to the extent provided in "Billing Rights Summary" notice at the end of this Agreement); any unsuccessful attempt to obtain prior credit authorization for any transaction when the authorization system is not working, or any unsuccessful attempt to use the Card in an ATM when the ATM or ATM network is not working or is temporarily closed or out of order.

21.0: FINANCIAL AND CREDIT INFORMATION:
21.1: Financial Statements. The Bank may need updated financial information from you at some time in the future. If the Bank asks, you agree to furnish a current financial statement or to update the Card Application.
21.2: Credit Reports. You hereby authorize the Bank to make whatever credit inquiries or investigations about you that the Bank deems appropriate and to disclose to others credit information about your Card Account and your performance under this Agreement. The Bank may ask credit bureaus for reports of your credit history; at your request, the Bank will tell you whether or not the Bank has requested such reports and will tell you the names and addresses of the credit bureaus furnishing the reports.
21.3: Negative Credit Reporting. You are hereby notified that we may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.
21.4: Notify us of inaccurate information we report to credit bureaus. Please notify us if we report any inaccurate information about your account(s) to a credit bureau. Your written notice describing the specific inaccuracy should be sent to us at the following address: Zions Bank BankCard Services, P.O. Box 25787, Salt Lake City, UT 84125

22.0: CHANGE OF NAME OR ADDRESS: You agree to promptly notify the Bank in writing if you change your name, home address, or mailing address.

23.0: CLOSING YOUR CARD ACCOUNT: You may close your Card Account at any time by notifying the Bank in writing. The Bank may close your Card Account at any time without cause and without notice. When your Card Account is closed (whether by you or the Bank), your right to use the Card and Credit Card Checks and to make charges to the Card Account will be automatically revoked.

24.0: DISPUTE RESOLUTION PROVISION. This Dispute Resolution Provision contains a jury waiver, a class action waiver, and an arbitration agreement (or judicial reference agreement, as applicable), set out in four Sections. READ IT CAREFULLY.

SECTION 1: GENERAL PROVISIONS GOVERNING ALL DISPUTES:
1.1: PRIOR DISPUTE RESOLUTION AGREEMENTS SUPERSEDED. This Dispute Resolution Provision shall supersede and replace any prior "Jury Waiver," "Judicial Reference," "Class Action Waiver," "Arbitration," "Dispute Resolution," or similar alternative dispute agreement or provision between or among the parties.

1.2: "DISPUTE" DEFINED. As used herein, the word "Dispute" includes, without limitation, any claim by either party against the other party related to this Agreement, your Card or Account. In addition, **"Dispute" also includes any claim by either party against the other party regarding any other agreement or business relationship between any of them, whether or not related to the Loan or other subject matter of this Agreement.** "Dispute" includes, but is not limited to, matters arising from or relating to a deposit account, an application for or denial of credit, warranties and representations made by a party, the adequacy of a party's disclosures, enforcement of any and all of the obligations a party hereto may have to another party, compliance with applicable laws and/or regulations, performance or services provided under any agreement by a party, including without limitation disputes based on or arising from any alleged tort or matters involving the employees, officers, agents, affiliates, or assigns of a party hereto.

If a third party is a party to a Dispute (such as a credit reporting agency, merchant accepting a credit card, junior lienholder or title company), each party hereto agrees to consent to including that third party in any arbitration or judicial reference proceeding for resolving the Dispute with that third party.

1.3: JURY WAIVER. Each party waives its, his or her respective rights to a trial before a jury in connection with any Dispute. All Disputes shall be decided by a judge sitting without a jury, unless submitted to binding arbitration pursuant to Section 2 or judicial reference pursuant to Section 3.

In any lawsuit regarding a Dispute (a "Lawsuit"), following the service of a complaint, third-party complaint, cross-claim or counterclaim or any answer thereto, any amendment to any of the above, or a ruling or entry of an order that has the effect of invalidating jury trial waiver (any of the foregoing, an "ADR Event"), then **at any time prior to trial of the Dispute, but not later than 30 days after the ADR Event**, any party shall be entitled to move the court for an order, as applicable: (A) compelling arbitration and staying or dismissing the Lawsuit pending arbitration ("Arbitration Order") under Section 2 hereof, or (B) staying the Lawsuit and compelling judicial reference under Section 3 hereof. Each party agrees that a party that commenced or participated in the Lawsuit may demand arbitration of a Dispute after an ADR Event, and that the commencement or participation in the Lawsuit shall not operate as a waiver of the right to compel arbitration. After entry of an Arbitration Order, the non-moving party shall commence arbitration. The moving party shall, at its discretion, also be entitled to commence arbitration but is under no obligation to do so, and the moving party shall not in any way be adversely prejudiced by electing not to commence arbitration.

1.4: CLASS ACTION WAIVER. If permitted by applicable law, **each party waives the right to litigate any Dispute as a class action (either as a member of a class or as a representative) or to act as a private attorney general. The waiver in this paragraph applies whether the proceeding is in a court, in an arbitration, or in a judicial reference proceeding.**

1.5: SURVIVAL: This Dispute Resolution Provision shall survive any termination, amendment, or expiration of this Agreement, or any other relationship between the parties.

SECTION 2: AGREEMENT TO SUBMIT TO BINDING ARBITRATION (EXCEPT CALIFORNIA). This Section 2 is an agreement to submit to binding arbitration of any Dispute between the parties. This Section 2 shall not, however, apply to any Dispute pending in a state or federal court located in the State of California, except to the extent such Dispute may also be pending in a state or federal court located outside of California.

Each party agrees that it, he or she shall have the right, but no obligation, to require any Dispute between the parties be resolved by arbitration. An arbitrator shall have no authority to determine matters (i) regarding the validity, enforceability, meaning, or scope of this Dispute Resolution Provision, or (ii) class action claims brought by either party as a class representative on behalf of others and claims by a class representative on either party's behalf as a class member, which matters may be determined only by a court without a jury. **BY AGREEING TO RESOLVE FUTURE DISPUTES IN ARBITRATION, THE PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT.**

Arbitration under this provision shall be conducted before a single arbitrator through either the National Arbitration Forum ("NAF") or Judicial Arbitration and Mediation Service, Inc. (JAMS), as selected by the initiating party, in accordance with the rules of NAF or JAMS (the "Administrator"). However, if the parties agree, a licensed attorney may be selected by the parties to conduct the arbitration without an Administrator. If NAF and JAMS both decline to administer arbitration of the Dispute, and if the parties are

unable to mutually agree upon a licensed attorney to act as arbitrator without an Administrator, then either party may file a Lawsuit and move for an Arbitration Order. The arbitrator, howsoever appointed, shall have expertise in the subject matter of the Dispute. Venue for the arbitration proceeding shall be as stated elsewhere in this Agreement with respect to any judicial proceedings between the parties. Absent such a provision, the arbitration shall be conducted at a location determined by mutual agreement of the parties or by the Administrator if no agreement can be reached. The arbitrator shall apply the law of the state specified in the agreement giving rise to the Dispute.

In any arbitration commenced by a consumer regarding a consumer Dispute, Lender or Bank shall pay one half of the Administrator's initial filing fee, up to $500. If Lender or Bank commences arbitration or is the moving party obtaining an Arbitration Order, Lender or Bank shall pay all Administrator and arbitrator fees, regardless of whether or not the consumer is the prevailing party in such arbitration, unless such Dispute involves a claim for damages by a consumer and is found by the arbitrator to be frivolous. For this paragraph, “consumer Dispute” shall mean a Dispute involving credit or services provided by Lender or Bank, primarily for personal, family or household purposes, in which the claim for damages is less than $75,000.

The Administrator and the arbitrator shall have the authority, to the extent practicable, to take any reasonable action to require the arbitration proceeding to be completed within 180 days of commencing the arbitration. The arbitrator: (i) will render a decision and any award applying applicable law; (ii) will hear and rule on appropriate dispositive motions for judgment on the pleadings, for failure to state a claim, or for full or partial summary judgment; (iii) will give effect to any statutory or contractual limitations period (*e.g*., any statute of limitations) in determining any Dispute or defense; (iv) shall have the authority to impose sanctions on any party that fails to comply with time periods imposed by the Administrator or the arbitrator, including, without limitation, the sanction of entering a final award against the party that fails to comply; (v) shall have authority to award costs and fees (including attorneys' fees and costs, arbitration administration fees and costs, and arbitrator(s)' fees) to the extent permitted by law; (vi) shall recognize and honor claims of privilege recognized at law; and (vii) with regard to motions and the arbitration hearing, shall apply the Federal Rules of Evidence. The doctrines of compulsory counterclaim, res judicata, and collateral estoppel shall apply to any arbitration proceeding hereunder.

Commencement of an arbitration by any party shall not prevent any party from at any time (i) seeking and obtaining from a court of competent jurisdiction (notwithstanding ongoing arbitration) provisional or ancillary remedies including but not limited to injunctive relief, temporary restraining orders, property preservation orders, foreclosure, sequestration, eviction, attachment, replevin, garnishment, and/or the appointment of a receiver; or (ii) availing itself of any self-help remedies such as setoff and repossession rights or non-judicial foreclosure of collateral. The exercise of such rights shall not constitute a waiver of the right to submit any Dispute to arbitration.

Judgment upon an arbitration award may be entered in any court having jurisdiction except that, if the arbitration award exceeds $200,000, any party shall be entitled to a de novo appeal of the award before a panel of three arbitrators. To allow for such appeal, if the award (including Administrator, arbitrator, and attorney’s fees and costs) exceeds $200,000, the arbitrator will issue a written, reasoned decision supporting the award, including a statement of authority and its application to the Dispute. A request for de novo appeal must be filed with the arbitrator within 30 days following the date of the arbitration award; if such a request is not made within that time period, the arbitration award shall become final and binding. On appeal, the arbitrators shall review the award de novo, meaning that they shall reach their own findings of fact and conclusions of law rather than deferring in any manner to the original arbitrator. Appeal of an arbitration award shall be pursuant to the rules of the Administrator; if the Administrator has no such rules, then the JAMS arbitration appellate rules shall apply.

To request information on how to submit an arbitration claim, or to request a copy of an Administrator’s rules or fee schedule, please contact the Administrators as follows: JAMS: 1920 Main St., Suite 300, Irvine, CA 92614, Phone: (949) 224-1810, Fax: (949) 224-1818, E-mail: info@jamsadr.com, Website: www.jamsadr.com; NAF: National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405-0191, Phone (800) 474-2371, E-Mail: info@adrforum.com, Website: www.adrforum.com.

Arbitration under this provision concerns a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. If the terms of this Section 2 vary from the Administrator’s rules, this Section 2 shall control.

SECTION 3: JUDICIAL REFERENCE (CALIFORNIA ONLY). If a Dispute between the parties hereto is filed in a state or federal court located in the State of California, each party shall have the right, but not the obligation, to require that it be resolved by judicial reference in accordance with California Code of Civil Procedure, Sections 638, et seq.. **BY AGREEING TO RESOLVE DISPUTES BY JUDICIAL REFERENCE, EACH PARTY IS GIVING UP ANY RIGHT THAT PARTY MAY HAVE TO A JURY TRIAL.** The referee shall be a retired judge, agreed upon by the parties, from either the American Arbitration Association (AAA) or Judicial Arbitration and Mediation Service, Inc. (JAMS). If the parties cannot agree on the referee, the party who initially selected the reference procedure shall request a panel of ten retired judges from either AAA or JAMS, and the court shall select the referee from that panel. If AAA and JAMS are unavailable to provide this service, the court may select a referee by such other procedures as are used by that court. The referee shall be appointed to sit with all of the powers provided by law, including the power to hear and determine any or all of the issues in the proceeding, whether of fact or of law, and to report a statement of decision. Only for this Section 3, "Dispute" includes matters regarding the validity, enforceability, meaning, or scope of this Section, and class action claims brought by either party as a class representative on behalf of others and claims by a class representative on either party's behalf as a class member. The parties agree that time is of the essence in conducting the judicial reference proceeding set forth herein. Except as otherwise provided in this paragraph, the costs of the judicial reference proceeding, including the fee for the court reporter, shall be borne equally by the parties as the costs are incurred, unless otherwise awarded by the referee. If Lender or Bank commences a judicial reference proceeding regarding a consumer Dispute, Lender or Bank shall pay all referee fees, regardless of whether or not the consumer is the prevailing party in such proceeding, unless such Dispute involves a claim for damages by a consumer and is found by the referee to be frivolous. For purposes of this paragraph, "consumer Dispute" shall mean a Dispute involving credit or services provided by Lender or Bank, primarily for personal, family or household purposes, in which the claim for damages is less than $75,000. The referee shall hear all pre-trial and post-trial matters (including without limitation requests for equitable relief), prepare a statement of decision with written findings of fact and conclusions of law and apportion costs as appropriate. The referee shall be empowered to enter equitable relief as well as legal relief, provide all temporary or provisional remedies, enter equitable orders that are binding on the parties and rule on any motion that would be authorized in a trial, including without limitation motions for summary adjudication. Judgment upon the award shall be entered in the court in which such proceeding was commenced and all parties shall have full rights of appeal. This provision will not be deemed to limit or constrain Lender's or Bank's right of offset, to obtain provisional or ancillary remedies, to interplead funds in the event of a dispute, to exercise any security interest or lien Bank or Lender may hold in property, or to comply with legal process involving accounts or other property held by Bank or Lender. Nothing herein shall preclude a party from moving (prior to the court ordering judicial reference) to dismiss, stay or transfer the suit to a forum outside California on grounds that California is an improper, inconvenient or less suitable venue. If such motion is granted, this Section 3 shall not apply to any proceedings in the new forum.

This Section 3 may be invoked only with regard to Disputes filed in state or federal courts located in the State of California. In no event shall the provisions in this Section 3 diminish the force or effect of any venue selection or jurisdiction provision in this Agreement or any Related Document.

SECTION 4: RELIANCE. Each party (i) certifies that no one has represented to such party that the other party would not seek to enforce a jury waiver, class action waiver, arbitration provision or judicial reference provision in the event of suit, and (ii) acknowledges that it and the other party have been induced to enter into this Agreement by, among other things, material reliance upon the mutual waivers, agreements, and certifications in the four Sections of this DISPUTE RESOLUTION PROVISION.

25.0: BILLING RIGHTS SUMMARY: This notice contains important information about your rights and the Bank's responsibilities under the Fair Credit Billing Act.

25.1: Notify Us in Case of Errors or Questions About Your Bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us in a separate letter at the address indicated in the Billing Rights Summary on your Statement. Write us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, include the following information:

- Your name and account number.
- The date and dollar amount of the suspected error.
- Describe the error, and explain if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

25.2: Your Rights and Our Responsibilities After We Receive Your Written Notice. We must acknowledge your letter within 30 days, unless we corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including interest charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any interest charges related to any questioned amount. If we didn't make a mistake, you may have to pay interest charges, and you will have to make any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first $50 of the questioned amount, even if your bill was correct.

25.3: Special Rule for Credit Card Purchases: If you have a problem with the quality of property or services that you purchased with the Card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

(1) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and

(2) The purchase price must have been more than $50.

These limitations do not apply if the Bank owns or operates the merchant, or if the Bank mailed you the advertisement for the property or services.

26.0: SPECIAL TERMS FOR CREDIT CARD ACCOUNTS ENROLLED IN CASH BACK SAVINGS:

Cash Back Savings is an optional program that is not available on all credit card types and may not be offered at some Affiliate Banks. Availability is at the sole discretion of the Bank and Affiliate Banks. If you elect to participate in the Cash Back Savings program, you are not permitted to participate in the Amazing Rewards program.

From the date you open your Account (or the first day of the billing cycle following your enrollment in the Cash Back Savings program, whichever is later) until your Account is closed and/or enrollment in the Cash Back Savings program is cancelled, you will accrue a 1% Rebate for each dollar of qualifying net purchases charged to your Account during each billing cycle that the Account is open, current, and no payment is past due. Transactions excluded from receiving Rebates include (but are not limited to): cash advances, balance transfers, ATM transactions, unauthorized charges, fraudulent charges, fees, interest charges, foreign cash transactions, casino gaming and betting transactions and lottery tickets.

A savings account, with the same accountholder(s) as the credit card account, with the Bank is required to participate in the Cash Back Savings program. Each time your total accrued Rebate for qualified purchases reaches a $50 threshold your savings account will be credited in increments of $50, subject to the following: A Rebate will not be awarded if: (1) your savings account is not in good standing or is closed during your enrollment; or (2) for any billing cycle your credit card account is closed, not in good standing or not current on the closing date for that billing period. There is no earnings cap on the amount of cash back. Accrued Rebates not paid will expire five years after the statement closing date of the billing cycle in which they accrued. You are solely responsible for any taxes related to or arising out of your participation in this program. Rebates will be treated as a Bank credit to your savings account and will not qualify as a payment or as a payment towards the required minimum monthly payment on your credit card account.

We may reverse a Rebate by debiting your accrued Rebate for returned merchandise or for any unauthorized purchase, and we reserve the right to reverse a Rebate and/or cancel benefits if we reasonably believe that a purchase was not returned by you and/or was not a bona fide purchase of goods or services delivered or performed by a merchant.

The Bank reserves the right to amend, cancel or change the Cash Back Savings program at any time with or without notice to you.

26.1: Cash Back Donated to Charity: Subject to terms in section 26.0 and as an alternative to Cash Back Savings, you may enroll in Cash Back Charity directing the Bank to donate cash back that you have earned on your Account to a Participating Charity ("Charity") in place of being deposited to your Savings

Account. Cash Back Charity is not available on all credit card types and may not be offered at some Affiliate Banks. Availability is at the sole discretion of the Bank and Affiliate Banks. You may change the Charity you want to donate to or cancel your participation in the Cash Back Charity program at any time. If you request to participate in Cash Back Charity you acknowledge and agree to the following:

26.1.1: Bank not Affiliated with Participating Charity: As a benefit and convenience only, the Bank is providing you a service to make cash contributions to Charity; the Bank only provides a means of accruing and transferring cash to a Charity. The Bank is not affiliated with any participating Charity.

26.1.2: Participating Charities: The number of participating Charities is limited, Charities that may participate are at the sole discretion of the Bank and subject to change at any time without notice. Charities may withdraw from the program at any time and the Bank may, at the Bank's sole discretion, add new and remove Charities to the program. If the Charity you selected discontinues participation, you will be notified and provided with the option to select a different participating Charity or withdraw your participation in the Cash Back Charity program.

26.1.3: Disclosure of Personal Information to Charity. You acknowledge and consent to the release of personal data by the Bank to the Charity, or their respective contractors, for the purpose of providing you with written acknowledgement of your contribution and an annual statement for tax reporting purposes as required. Bank makes no representation as to any tax benefits for any cash donation. Please contact your tax advisor for all tax reporting requirements regarding possible tax benefits for your cash donation.

26.1.4: Donations are Non-Refundable: All donations that have been donated or paid to a Charity are permanent and non-refundable.