Business Debit Card Agreement

May 2026

In this Business Debit Card Agreement (the "Agreement"), the words "we", "our", "us" and "Bank" mean Zions Bancorporation, N.A. dba ZiFi. The words "you" and "your" mean the Entity, as set forth in the request by its Authorized Signers or Authorized Principals, as defined in the applicable ZiFi Digital Small Business Signature Card ("Signature Card"), as it may be amended from time to time, asking us to issue business debit card(s) (the "Cards") in its name for use by its Authorized Signers or Authorized Principals. For purposes of this Agreement, each Authorized Signer or Authorized Principal that obtains a debit card is a "Cardholder."

1. AGREEMENT. This Agreement governs the use of the Cards and associated Personal Identification Number(s) ("PINs") by each Cardholder to make purchases for business-related expenses and services, and to make business-related cash withdrawals at an ATM or cash back from a purchase transaction utilizing a PIN. By signing the Signature Card and/or our Business Debit Card Request Form, you consent to be bound by the terms of this Agreement, as amended from time to time, and you will be responsible for the payment of all transactions arising from the use of any Card issued to an Authorized Signer or Authorized Principal.

2. BUSINESS DEPOSIT ACCOUNT. When your Authorized Principal, or, if applicable, Authorized Signer completed the new business deposit account information and/or our Business Debit Card Request Form, your Authorized Principal or, if applicable, Authorized Signer, designated a ZiFi Business Checking and/or ZiFi Business Savings that you maintain with us (each an "Account") for each Cardholder to access by using the Card. You must maintain at least one of the designated Account(s) with us at all times. If all of the designated Accounts are closed for any reason and you have not designated another deposit account with us as the Account to be designated for access by using the Card, this Agreement and the Cards will be terminated. Except for the services described in this Agreement, each Account shall be governed by the current Deposit Account Agreement governing your Account. In the event of a conflict between this Agreement and the Deposit Account Agreement or any other agreement between you and us, this Agreement will control with respect to Card transactions made with the Cards and associated PINs. You understand and agree that the Cardholders may only access each Account by use of the Cards, and we shall not be required to pay checks or other items drawn on an Account and bearing the signature of a Cardholder unless the Cardholder is also an Authorized Signer on the Signature Card for the Account.

3. BUSINESS PURPOSE. By signing the Signature Card and/or Business Debit Card Request Form, you agree and warrant to us that all Cards issued by us under this Agreement shall be used solely for business and commercial purposes in connection with each Account. YOU ACKNOWLEDGE AND AGREE THAT THE CARDS ISSUED UNDER THIS AGREEMENT WILL NOT BE TREATED AS CONSUMER ACCESS DEVICES UNDER THE PROVISIONS OF THE ELECTRONIC FUND TRANSFER ACT OR ANY OTHER STATE OR FEDERAL LAW. Notwithstanding the foregoing, your use of the Cards for prohibited consumer transactions will in no way relieve you of any liability to pay for, or any other obligation in connection with, such transactions.

4. PROMISE TO PAY, FEES. You agree to pay on demand any amounts you owe under this Agreement and to pay all of the fees and charges that we impose for or in connection with the issuance and use of the Cards.

> **4.1 Expedited Card Delivery Fee.** We may charge a fee if you request "expedited delivery" of a Card that requires an outside delivery service provider. The current amount of this fee is disclosed in the ZiFi Accounts Schedule of Fees. The fee will be disclosed at the time of your requests and before you agree to incur the charges. The fee is charged to your Account, which generally is the primary checking account linked to the Card and, if there is no checking account, then your savings account linked to the Card," as a purchase.

CARDHOLDERS. Each Card issued pursuant to this Agreement will bear the name of the Entity as well as the individual name of the Cardholder. If the Card has a signature line on the back of the Card, then each Cardholder must sign the Card prior to its first use. The word "use" shall include any presentation of the Card or employment of the PIN in any manner which permits any person to purchase goods and services or to obtain cash. Only those persons that are Authorized Principals or Authorized Signers can be designated as Cardholders and therefore shall be authorized to use a Card.

Following the Bank's acceptance of the Signature Card and/or Business Debit Card Request Form, we may thereafter rely, without further inquiry or confirmation, on a written request from any person who is an Authorized Principal or Authorized Signer on the Signature Card as conclusive authority to issue a debit card in the name of the Authorized Principal or Authorized Signer who shall then be deemed a Cardholder. You agree that any Cards so issued shall be your responsibility and that you will be responsible for all charges and fees associated with such Card. An Authorized Principal may cancel a Cardholder's Card, and an Authorized Signer can cancel his or her own Card at any time by telephoning us at the telephone number on your Account statement or located at www.ZiFi.com. However, you acknowledge and agree that until we have been provided proper notification of such cancellation, you will continue to be liable for any Card transaction which may be processed. Cards should be destroyed by the user or Cardholder.

5. CARD TRANSACTIONS. The Cards may be used by its Cardholder for the following purposes:

> **(a) Point-of-Sale Transactions.** Cards may be used for point-of-sale ("POS") transactions, including any cash back permitted by the merchant, to purchase goods and services for business purposes at any merchant location where Visa business debit cards are honored up to the daily limit of $10,000. However, we are not responsible for the refusal of any merchant to accept or honor a Card. Also, if your ZiFi Business Savings is linked to the Card(s), it cannot be used for POS transactions. For purposes of calculating your daily POS purchase limits for transactions conducted with the Card(s), we define our "day" as midnight, 12:00 a.m. Eastern Time of one day to 12:00 a.m. Eastern Time the next day.
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> **(b) Automated Teller Machine Transactions.** Cards may be used for transactions by automated teller machine ("ATM") up to the daily limit of $1000. Specifically, the Cardholder can obtain cash at any ATM displaying the Visa®, Star® ®, or Interlink® logo. All PINs must be kept in confidence by the Cardholder. You agree and acknowledge that you will instruct and require each Cardholder to take all necessary steps and institute all appropriate precautions and security measures to protect and maintain the secrecy and security of each PIN. If you or the Cardholder permit someone to use a Card and associated PIN, you will be liable for all Card transactions and cash withdrawals which may result. Also, if you have more than one deposit account linked to the Card(s), such as a ZiFi Business Checking and a ZiFi Business Savings, then all ATM withdrawals from each deposit account will be aggregated together for the daily limit (meaning, you cannot withdraw more than $1000 a day from ATMs even though you have $1000 or more available in each deposit account).For purposes of calculating your daily ATM withdrawal limit for transactions conducted with the Card(s), we define our "day" as midnight, 12:00 a.m. Eastern Time of one day to 12:00 a.m. Eastern Time the next day.
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> The POS daily limit and the ATM Daily limit are independent limits. However, the aggregate of the total of POS and ATM transactions in any one day cannot exceed $10,000.

6. CARDHOLDER TRANSACTION LIMITS. You understand and agree that each Cardholder's transaction activity will only be limited by the lesser of the daily limit set for the type of transaction (as set forth above in Section 5 or otherwise separately agreed to by Bank), or the amount of available funds in the Account. You agree that the Cardholders will not exceed these designated limits, and that we have the right to deny any transaction if the transaction will cause a Cardholder to exceed those limits, or the available balance in the Account. If the Cardholders initiate transactions that exceed those limits, we may charge all transactions to your Account without giving up any of our rights under this Agreement. In addition, if we permit Cardholders to exceed their limit on any occasion, we are under no obligation to do so in the future. When a Cardholder exceeds the limits, you will be in default under this Agreement.

The amount a Cardholder may withdraw in a single transaction may be less than the amounts designated under certain circumstances. For example, an ATM or an ATM network may become inoperative or may be unable to communicate with its authorization center. When this occurs, the Cardholder may not be able to withdraw funds from an Account or the Cardholder's use may be limited to an amount less than the Cardholder's transaction limit until such time as the ATM, network or authorization center is back in service.

We have the right to change these limits from time to time at our sole discretion. We also have the right to refuse to allow any transaction if there are insufficient available funds, or if the transaction will cause a Cardholder to exceed his or her daily transaction limit. If the merchant, POS terminal, ATM, or financial institution is not able to communicate with its authorization center, the Cardholder user may not be able to complete a transaction even though the Cardholder has not exceeded the transaction limits.

7. OVERDRAFTS. If one or more of your Accounts becomes overdrawn, you will be in default under this Agreement, the Deposit Account Agreement, and any other related agreement. As a result, we will be under no obligation to authorize any additional transactions. If we pay a transaction initiated with a Card which results in an overdraft in one or more of your Accounts, you agree, upon receiving notice, to immediately deposit sufficient funds to the applicable Account(s) to cover the overdraft, and, if applicable, any overdraft-related fees, established by the Bank.

8. ACCOUNT DEBITS. Any use of a Card shall authorize us to charge an Account for the amount of any purchase, or other withdrawal. You waive any right to stop payment on any Card transaction; however, you may file a dispute with us for any unauthorized Card transactions. If the payment of a Card transaction would overdraw an Account, we have the option to charge all or a portion of the transaction amount against any other deposits or accounts you maintain with us. If you gain access with the use of a Card to an account which is not available to you, we can charge or credit the transaction to any of your existing business deposit accounts.

9. REPRESENTATIONS AND WARRANTIES. You represent and warrant to us as follows:

(a) All financial and other information which you provide to us from time to time is, and will continue to be, true and accurate. You will inform us promptly of any material changes in this information or your financial condition.

(b) Cards and PINs issued to Cardholders will only be used to purchase goods and services and/or to obtain cash at an ATM exclusively for business purposes and only in strict compliance with the terms and conditions of this Agreement.

(c) You will not become a party to any restructuring of your form of business or participate in any consolidation, merger, liquidation, or dissolution without first notifying us.

(d) You will notify us, of any intended change of your name, use of any trade name, and the effective date of such change(s).

(e) No action or proceeding is pending against you which might result in any material or adverse change in your business operations or financial condition. You have not violated, and will not in the future violate, any applicable federal, state or other laws or regulations which may materially and adversely affect your business operations or financial condition.

10. SET-OFF; SECURITY AGREEMENT. We reserve our right of set-off against any obligation you owe us, such as the balance in an Account and any other deposits or accounts you maintain with us. By signing the Signature Card and/or Business Debit Card Request Form, you also granted to us a Uniform Commercial Code security interest in each Account and any other deposits or accounts you maintain with us currently or in the future, to secure payment of all amounts owing at any time under this Agreement and any other indebtedness to us. You agree that we may set-off and/or enforce our security interest without prior notice to you.

11. DEFAULT. You will be in default if you fail to comply with any of the terms and conditions of this Agreement or if you are in default under any other loan, deposit, or banking services agreement or arrangement which you have with us now or in the future.

12. You will be in default if any of the following events occur:

(a) You permit an Account to be overdrawn or you exceed the credit limit of any associated overdraft line of credit.

(b) You fail to make any payment under any indebtedness to us when due.

(c) You break any agreement you have made to us, or you fail to comply with any of the terms, obligations, covenants, or conditions contained in or relating to this Agreement, or in any other agreement or loan you have with us.

(d) Any representation or statement made or furnished to us by you or on your behalf is false or misleading in any material respect, either now or at the time made or furnished.

(e) You become insolvent, a receiver is appointed for any part of your property, you make an assignment for the benefit of creditors, or any proceeding is commenced either by you or against you under any bankruptcy or insolvency laws.

(f) Any creditor tries to take any of your property on or in which we have a lien or security interest. This includes a garnishment of your accounts with us.

(g) A material adverse change occurs in your financial condition, or we believe the prospect of payment or performance of amounts owing under this Agreement is impaired.

Upon the occurrence of any event of default, we will be authorized to terminate your rights under this Agreement without notice to you and to recover possession of all Cards which have been issued to you. We also have the right to deny all Card or other transactions related to an Account and we may immediately charge an Account for accumulated Card transactions. We also have the right to terminate, freeze, and enforce our security interest against an Account and any other deposits or accounts you maintain with us and we may refuse to authorize any further Card transactions and return unpaid any checks or other items drawn on an Account or any other business deposit account you maintain with us which may have been presented to us for payment. Our failure to take action or exercise any remedy on one occasion will not amount to a waiver of future remedial rights on any other occasion.

13. TRANSACTION AUTHORIZATIONS. Certain purchases may require an authorization from us or our service bureau prior to completion of the transaction. In some cases, the Cardholder may be asked to provide identification. If the authorization system is not functioning, our data processor or we may not be able to authorize a transaction even if one or more Accounts have sufficient funds and you or your Cardholders are within the established limits. We will not be liable to you or the Cardholder if any of these events should occur and a transaction is not authorized and completed.

14. RETURNED MERCHANDISE. If a Cardholder subsequently returns merchandise or requests credit for services purchased with the Card, the merchant or other third party may furnish the Cardholder with a credit slip or receipt. Make certain to save this credit slip or receipt and compare it with your applicable Account statement. We will not process any credit transaction to the applicable Account without a proper credit issued by the merchant. When a credit transaction has been processed and credited to the applicable Account you agree that we will not be required to refund any finance charges or other charges which may have accrued against any related overdraft line of credit, if applicable, because of the initial debit to an Account, nor will we be required to pay interest, if applicable, which may have been earned in the absence of the initial debit (subject to the ZiFi Deposit Account Agreement or other applicable Account Agreements (as defined therein)).

15. MERCHANT DISPUTES. You may have to settle directly with the merchant any disputes that you have about goods or services that you purchase using the Card(s). If a merchant misrepresents the quality, price, or warranty of goods or services you pay for by using the Card, we are not responsible for any damages or liability that result from the misrepresentation. If you breach or do not fulfill any terms of this Agreement, you are responsible to us for all damages or liability.

16. HOLDS. When a Cardholder uses the Card to make a purchase involving a signature-based transaction, which is a Card transaction that does not require the Cardholder to enter a PIN at the time of purchase and without regard to whether an actual signature was applied, such as an online Card purchase, we will be notified of the amounts of the purchases.

Upon receipt of such notices, you authorize us to immediately place an Authorization Hold, as defined in the Deposit Account Agreement, which is just an earmark of funds in your applicable Account for the amount of the transaction, in order for us to be able to pay the Card transaction when it is subsequently presented to us for settlement (final payment). Specifically, the Authorization Hold is in place until: (1) the merchant presents the transaction to us for final settlement; or (2) if there is an expiration included in the preauthorization, the expiration date set forth in the preauthorization. Also, you agree that the amount of an Authorization Hold may be for more or less than the actual, final amount of the purchase since, at the time the Cardholder initiated the transaction, the merchant may not know the eventual, final amount of the Cardholder's purchase (for example, hotel or car reservations). If the transaction posts to the applicable Account before the Authorization Hold expires, then the Available Balance and Current Balance in the applicable Account will be reduced by the amount of the transaction presented for settlement. However, if the transaction is not presented before the Authorization Hold expires (not all transactions have an expiration date and therefore the Authorization Hold remains until final settlement), then the Available Balance in the applicable Account will continue to be reduced by the amount the merchant requested and obtained preauthorized authorization from us until the merchant submits the transaction for final settlement. The merchant is responsible for submitting and settling the transaction, and we cannot require them to do so in a timely manner. Please see the Deposit Account Agreement for further information on Card purchase transactions, settlement and the effect Authorization Holds have on other transactions.

We reserve the right to return any check or other item drawn against an Account to ensure available funds to pay your Card transactions. If checks or other items are returned, you agree to pay all applicable fees. We may, but are not obligated, to allow transactions which exceed your available balance. If we do, you agree to pay the overdraft. You also agree to pay the overdraft fee and/or other related fee(s) in effect for each transaction which causes your available Account balance to be exceeded.

17. LOST OR STOLEN CARDS AND PINs. If you believe that a Card and/or its associated PIN has been lost or stolen, you must notify us immediately by placing a freeze request via Digital Banking, or by telephoning us at 800-341-7303 or at one of the Card support numbers located at www.zifi.com, provided that the call is placed during our business hours of 8:00 am. to 9:00 p.m. Eastern Time, Monday through Friday (if your notification will be outside of these hours and Business Days, then you must place a freeze request on your Card via Digital Banking). The foregoing methods are the best ways of initially notifying us and reducing your possible losses. You will continue to be liable for all transactions initiated with the Card and/or its associated PIN up to the first business day following the day on which we receive notice. When you notify us, we will cancel the Card and associated PIN and issue a replacement Card to the Cardholder. If you fail to notify us that a Card and/or associated PIN has been lost or stolen, you bear the risk of losing all of the money in each Account. You further agree that we will not be liable for consequential damages arising from the unauthorized use of the Card. You acknowledge and agree that you shall be liable for any use of a Card made by a Cardholder following termination of such Cardholder's employment with you until such time as we receive notification of the termination of the Cardholder's authorized status and return of the Card to us.

18. VISA'S ZERO LIABILITY POLICY. To the extent not covered by paragraph 21, Visa's Zero Liability Policy has been revised to provide you with protection against unauthorized signature-based Business Debit Card transactions (PIN transactions are not covered under Visa's Zero Liability Policy) processed through the Visa network including internet and telephone purchases. If you suspect that your Business Debit Card or card number has been lost or stolen, you may not be responsible for any unauthorized signature-based purchases if you report the theft promptly.

(a) Upon oral notification from you of unauthorized Visa transactions, Bank will limit your liability for those transactions to zero. Bank requires such notification to be received within 30 calendar days of the date that the Bank made available the first statement showing any unauthorized Visa transactions. In evaluating your claim, Bank will consider whether gross negligence on your part has contributed to the transactions in question. Bank may increase this limit if, based on available evidence, it is reasonably determined that you were grossly negligent or acted fraudulently in the handling of the Card or Account(s) or your Card or transaction is not covered by Visa's Zero Liability Policy.

(b) Bank will provide you with provisional credit for unauthorized signature-based Visa transactions within five business days from receipt of notification. Additionally, Bank may require written confirmation of the unauthorized Visa transaction(s) before providing provisional credit.

(c) Bank defines an "unauthorized transaction" to exclude either or both of the following:

1) Any transaction by; (a) a business co-owner; (b) a Cardholder; (c) a person authorized by a Cardholder; or (d) any other person with an interest in or authority to transact business on the account.

2) Any transaction by a Cardholder that exceeds the authority given by the Business Debit Card account owner.

(d) If you believe that your Card, Card account number, and/or its associated PIN have been lost or stolen, you agree to notify us immediately. Telephoning us at 800-341-7303 is the best way of initially notifying us.

19. ACCOUNT STATEMENT; ACCOUNT INFORMATION. Each month you will receive an Account statement which will describe all Card transactions. This information should be compared to receipts from merchants and ATMs to ensure that transactions were processed correctly. You understand and agree that Cardholders will be able to obtain daily balance and other information about the Account.

20. ERRORS. You agree to examine your Account statement each month and immediately report any discrepancies or errors to us. If you fail to notify us of discrepancies or errors within thirty (30) days from the date of the Account statement containing such information, we will be entitled to treat such information as being correct in all respects.

21. ERROR RESOLUTION PROCEDURE. If you notify us of an error or discrepancy in your Account statement within the time limitation described in Section 20 above, we will investigate the matter and notify you of the results of our investigation as soon as we have been able to obtain and verify all relevant information in accordance with the prevailing operating rules of Visa U.S.A. or STAR, as applicable (or in the case of foreign transactions Visa International). We will have no obligation to credit the Account for the amount of any erroneous or unauthorized transaction unless caused by our negligence. If we determine that no error or unauthorized use has occurred, you may request us to mail or deliver copies to you of the documents or information on which we relied in making our determination.

22. CREDIT INFORMATION. When you signed the Signature Card and/or Business Debit Card Request Form, you authorized us to obtain other information about your soundness, as well as the soundness of any of your principal owners. If and when we obtain credit bureau information for creditworthiness, AND, it proves to be unfavorable information, it will be grounds for us to terminate this Agreement or other agreements or accounts you may have with us. By issuing Cards to you, we are relying on all financial and other information you have given us from time to time. You agree to provide us with financial information at our request so that we can evaluate your continued capacity to meet your obligations under this Agreement.

23. DISPUTE RESOLUTION. Any "dispute" between us (e.g., any claim, allegation, defense or other disagreement) that is not resolved by negotiation, arising under or in connection with this Agreement, the Signature Card, Business Debit Card Request Form, any Card, any transaction involving a Card, or any debit, payment or indebtedness in connection with a Card or an Account, shall be resolved in accordance with the dispute resolution provisions set forth in the Deposit Account Agreement, as amended periodically, that governs each Account (including provisions regarding jury waiver, waiver of class action, and waiver to participate in a private attorney general and public interest litigation).

24. DISCLOSURES OF INFORMATION. You acknowledge and consent to the release of personal data about Cardholders by Bank to VISA U.S.A., its Members, or their respective contractors for the purpose of providing emergency cash and emergency card replacement services. In the ordinary course of business, you agree that we may disclose information about an Account to credit bureaus, merchants, and other third parties you pay with the Cards:

(a) If it is necessary for completing a Card transaction; or

(b) In order to verify the existence and condition of an Account, including, but not limited to, whether there are sufficient available funds in an Account to cover a Card transaction or a check or other item drawn on an Account; or

(c) In order to comply with government agency or court orders; or

(d) If you give us your written permission.

You acknowledge and agree that we may disclose information about an Account or any other deposit account you have with us to an account or check verification service if any authorization for a Card transaction is denied or if any check or draft drawn on an any business checking account you have with us is returned for insufficient funds, or if we close an Account or any other deposit account you have with us because of unsatisfactory handling, fraud, attempted fraud, or criminal activity. Information that we normally report includes the name, address, and federal tax identification number of the account holder and whether we closed the account for cause.

The account or check verification service may supply that information to other financial institutions or agencies. You specifically authorize the sharing of information about an Account among us and any of our affiliates.

25. FORCE MAJEURE. We will not be liable in any manner whatsoever for our inability to perform our obligations under this Agreement when such inability arises from causes beyond our control, including, without limitation, any act of God, accident, equipment failure, pandemic, system failure, labor dispute, or the failure of any third party to provide any electronic or telecommunications service used in connection with the acceptance and processing of Card transactions.

26. DAMAGES, ATTORNEYS' FEES, COSTS, AND INTEREST. You will be liable for any loss or damages resulting from your breach of this Agreement or to which your negligence contributed. **You will also be liable for any loss or damages resulting from unauthorized, fraudulent, or dishonest acts by any current or former Cardholder or any of your current or former officers, employees, agents, or representatives.** In the event we deem it necessary to act (including referral to a collection agency or participation in any judicial, arbitration or judicial reference proceeding) to collect overdrafts on an Account or any other amounts you owe us or because you break any other promise under this Agreement, or if we become involved in any other litigation or proceeding initiated by a third party, including, but not limited to, our responding to an attachment, garnishment, or levy with respect to an Account, you agree to reimburse us for any costs and expenses we incur, including, but not limited to, our reasonable attorneys' fees (whether in-house or external), together with interest at the maximum interest rate allowed by law, and you further agree that we may charge those amounts against an Account without prior notice to you.

27. NO WAIVER. If we delay enforcing any of our rights under this Agreement, we will not lose those rights.

28. TERMINATION. You may terminate this Agreement at any time by providing us notice and destroying the Card(s) which have been issued in connection with an Account. We have the right to terminate this Agreement or cancel any of the Cards at any time without notice. In the event this Agreement is terminated for any reason, you must still pay any present or future transactions resulting from the use of any Card or PIN. At all times, the Cards will remain our property and must immediately be destroyed at such time as this Agreement is terminated, all designated Accounts are closed, or any Card is canceled.

29. CHANGE OF TERMS. We may change, amend, add to, or delete any term or condition of this Agreement, including, but not limited to, the amount of any fees or charges at any time. If we make such a change, you agree that we may provide you with notice of the change by any reasonable method, such as by including a message on or with your Account statement. The change will be effective upon the date of the notice unless otherwise provided. If under applicable law any such change requires your approval, your continued use of the Cards on or after the date you receive the notice or the date the notice was made available to you means that you accept and agree to the change.

30. FOREIGN TRANSACTIONS; FOREIGN TRANSACTION FEES. If a Card is used to purchase goods or services from a merchant who processes the transaction in either U.S. Dollars or a foreign currency at a location outside the United States (including U.S. territories such as Puerto Rico and the U.S. Virgin Islands), we will charge a Foreign Transaction Fee, which is a percentage of the transaction amount. We will charge this fee even if the Cardholder is in the United States when the Cardholder makes the transaction.

We also charge a Foreign Transaction Fee on cash withdrawals from your Account(s) made at an ATM located outside the United States or at an ATM located within the United States that dispenses foreign currency. This fee is based on the withdrawal amount converted to U.S. Dollars and is in addition to any fees and service charges the owner and/or operator of the ATM (or the ATM network) may assess at the time of the transaction.

For further details about Foreign Transaction Fees, please see the ZiFi Business Accounts Schedule of Fees.

If a Card is used on the Visa network to make a purchase in a currency other than U.S. dollars, Visa International® will convert the transaction from the foreign currency amount to a U.S. dollar amount before it is posted to your Account. The currency conversion rate used to determine the amount of the transaction in U.S. dollars will be either: (a) a wholesale market rate: or (b) the government-mandated rate in effect one day prior to the date Visa International processes the transaction. The currency conversion rate applied to the transaction may differ from the rate in effect on the transaction date or the posting date.

Here are examples of Card transactions that do – or do not – incur a Foreign Transaction Fee:

- If the Cardholder is in California when the Cardholder uses a Card to make a purchase from a merchant located in Italy, via the merchant's Web site and denominated in Euros, we will charge you a Foreign Transaction Fee based on the total purchase amount converted to U.S. Dollars.

- If the Cardholder is in Italy when the Cardholder makes a purchase from a merchant located in California, we will not charge you a Foreign Transaction Fee.

- If a Cardholder uses the Card to make a cash withdrawal from an ATM located in Italy, we will charge you a Foreign Transaction Fee.

31. BUSINESS DAYS; NON-BANK OWNED ATMs. Our business days are Monday through Friday. Federal and state holidays are not included. There are no Bank owned ATMs for the trade name ZiFi. Generally, any access and/or use of an ATM, even those ATMs branded with different trade names of the Bank, will be considered as if you are accessing and/or using a non-Bank owned ATM. You will only be able to make ATM cash withdrawals, provided that you have a sufficient Available Balance, as defined in the Deposit Account Agreement, to cover the amount of the ATM withdrawal. You will not be able to make ATM deposits even if you are accessing and/or using an ATM branded with a trade name that belongs to the Bank. All ATM cash withdrawals post in real time.

32. ASSIGNMENT; SUCCESSORS. You may not assign to anyone your rights under this Agreement, including without limitation, to any of your successors-in-interest, whether by merger, sale, acquisition, or otherwise. This Agreement shall be binding upon your successors, administrators, and personal representatives.

33. NOTICES. We may provide notice to you under this Agreement by emailing the notice to your current email address in our records, via the Secure Messages feature of Digital Banking, or adding the notice to your Account statement, which is available through Digital Banking. Any notice you provide to us pursuant to the Agreement must be via telephoning Client Support at the number listed on the Account statement or located at www.zifi.com.

34. GOVERNING LAW. Subject to the provisions on "Dispute Resolution", this Agreement, its construction, interpretation and enforcement, and the rights of the parties hereunder, will be determined under, governed by, and construed in accordance with federal law and the laws of the State of Utah. The parties agree that all actions or proceedings arising in connection with this Agreement will be tried and litigated in the federal courts located in the State of Utah and in Salt Lake County. If any terms of this Agreement cannot be legally enforced, it will be considered changed to the extent necessary to comply with applicable laws. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable.