# **Personal External Account Transfers Agreement**

(Addendum to Your Personal Online Banking Service Agreement)

# General

The terms "you" and "your" refer to the individual customer accepting this Personal External Transfer Agreement (this "Agreement"). The terms "our", "we", and "us" refer to Zions Bancorporation, N.A. dba The Commerce Bank of Oregon. Other capitalized terms are defined in this Agreement or your Personal Online Banking Services Agreement. This Agreement supplements and incorporates your Personal Online Banking Services Agreement and The Commerce Bank of Oregon's Deposit Account Agreement and Disclosure.

By entering into this Agreement, you can electronically transfer funds from your personal checking or savings account at The Commerce Bank of Oregon (an "Eligible Account") to an enrolled personal checking or savings account that you own at another financial institution (an "External Account"). You can also electronically transfer funds from an External Account to your Eligible Account at The Commerce Bank of Oregon. Each transfer you make to or from an External Account at another institution is called an "External Transfer". Note: at this time, an online banking transfer between an Eligible Account at The Commerce Bank of Oregon and an account that you own at a different division of Zions Bancorporation, N.A. can be treated by us as an External Transfers between your Eligible Account and an External Account at a separate external financial institution.

## Authorization and Termination

By enrolling an External Account, or by making an External Transfer, you accept the terms of the Agreement and: (a) represent and warrant that you are an owner of that External Account (and that you are authorized by any other owners of the External Account to enroll that account and make External Transfers); and (b) authorize The Commerce Bank of Oregon to initiate debit and credit transactions on the External Account based on instructions entered through The Commerce Bank of Oregon's Website, or to correct any errors that The Commerce Bank of Oregon identifies.

Your authorizations to The Commerce Bank of Oregon regarding any External Account will remain in full force until you terminate Services for that or all your External Accounts as provided herein in the section entitled "Termination of the Services."

# **Enrollment of an External Account**

You will need to enroll an External Account before you can transfer funds to or from that External Account. To "enroll" an External Account, you must provide the following information regarding that External Account: account number, the ABA Routing and Transit number for the external financial institution, the name of the external financial institution, and whether the External Account is a checking or savings account. By enrolling an External Account, you authorize The Commerce Bank of Oregon to make a group of small transactions that a user of that External Account must verify, within 14 days, before The Commerce Bank of Oregon will approve that account for External Transfer activity.

The Commerce Bank of Oregon reserves the right to reject an enrollment request for any reason, including without limitation potential fraud or misuse, limitations as outlined by the United States Department of the Treasury's Office of Foreign Assets Control, or an incomplete enrollment. You agree to enroll only personal accounts (business, corporate, or organization accounts are NOT allowed).

Not all types of accounts are eligible for ACH transfers. You may be subject to penalties by the other financial institution, or may suffer negative tax consequences, for certain transactions involving retirement (401k, IRA, etc.), savings, money market accounts, certificates of deposit, trusts, loans, custodial, business, corporate and other types of accounts. It is your responsibility to verify with the external financial institution any restrictions regarding transfers to or from any External Account that you enroll. The Commerce Bank of Oregon is not responsible for direct, indirect, special or consequential costs, fees, losses, penalties, or other damages resulting from External Transfers that are not permitted under restrictions of other financial institutions or those imposed by applicable laws and regulations.

## **External Account Number Policy**

The Commerce Bank of Oregon may, but is not obligated to validate any External Account number that you provide in the enrollment process. It is your responsibility to ensure you enter a valid and correct External Account number. External Transfers sent to invalid or incorrect account numbers may not be recoverable. If you provide an invalid or incorrect External Account number, The Commerce Bank of Oregon will NOT be responsible for returning funds due to an unrecoverable External Transfer.

## **Transferring To an External Account**

All External Transfers to enrolled External Accounts are subject to the rules and regulations of the other financial institution. You agree not to transfer any funds to an External Account where that transaction would not be allowed under the rules or regulations applicable to such accounts. You agree to obtain any and all permissions required by the other financial institution prior to transferring funds to an External Account.

When you place an order for an External Transfer to an External Account, The Commerce Bank of Oregon will hold the funds on the date on which the funds are sent and the transaction is posted to your External Account.

We may honor but are not required to honor External Transfers to an External Account in excess of the collected funds in your Eligible Account. If your Eligible Account has insufficient funds to cover an External Transfer to an External Account, The Commerce Bank of Oregon may, at its sole discretion:

• Honor the funds transfer under the terms of any The Commerce Bank of Oregon overdraft protection plan you have established.

• Honor the funds transfer and create an overdraft in your Eligible Account. We may hold balances in your other accounts with us until the overdraft is paid. In addition, we may advance funds under your credit cards issued by us. Charges to your credit card to cover these transfers will be considered a cash advance (see your credit card disclosures for applicable fees).

- Refuse to honor the funds transfer.
- Cancel any and all External Transfers to any and all External Accounts.

Fees may apply to any of the above remedies. Please refer to our Deposit Account Agreement and Disclosure for additional details.

If any External Transfers to an External Account are returned to us for any reason, we will return the funds, within a reasonable time, to your Eligible Account.

#### **Transferring From an External Account**

All External Transfers from External Account(s) are subject to the rules and regulations of the other financial institution. You agree not to transfer any funds from an External Account where that transaction would not be allowed under the rules or regulations applicable to such account. You agree to obtain any and all permissions required by the other financial institution prior to transferring funds from an External Account.

If any External Transfer from an External Account is rejected or returned, you authorize us to collect from any of your accounts with us (including credit card or any overdraft protection) sufficient funds to cover the transaction. Any applicable fees will be charged at the same rate as an internal account overdraft. Charges to your credit card issued by us to cover rejected or returned items will be considered a cash advance (see your credit card disclosures for applicable fees). If funds are not available from any of your accounts with us, you agree to promptly reimburse us for the amount of the return along with applicable service fees, accrued interest, collection fees, and/or legal fees.

#### **Transfer Timing and Settlement**

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

scheduled date.

## **Canceling Specific Funds Transfers**

You may cancel any scheduled one-time or recurring transfer initiated through our Online Banking website if you do so within one business day prior to the scheduled transaction processing date. This can be done by submitting a timely request through Personal Online Banking, by calling 206-292-4560 or writing to us at: The Commerce Bank of Oregon, 1211 SW 5<sup>th</sup> Ave Suite 1250, Portland, OR 97204.

A cancellation request for a one-time transfer will apply to that specific transaction.

We may refuse to honor any External Transfer, at any time for any or no reason, including but not limited to: written or verbal notice from other apparent owners of the External Account; overdrafts, unrecoverable rejects, or returns from the external financial institution; fraud; and/or illegal use.

## **Termination of the Service**

If, at any time, you wish to terminate your use of the Service for any or all enrolled External Accounts, you will need to discontinue use of the Service and immediately cancel any scheduled transactions, whether one-time or recurring transactions. (See Section entitled "Canceling Specific Funds Transfers.") You may cancel transactions that are not in-progress through the Personal Online Banking website.

Termination of Service with an External Account may be requested by you, or by any other owner or person presenting ownership of that External Account. Notwithstanding your termination of the Service, this Agreement will continue to govern any transactions that cannot be canceled at the time of your termination.

We reserve the right to terminate your access, or any access, to this Service, to cancel any and all transactions, and remove any or all enrolled External Account for any or no reason, including without limitation fraud, misuse, kiting, ACH transaction rejects and returns, or any unauthorized access or use of the Service.

# **Transfer Limits**

For security purposes, we have established limits on the amount of funds transfers that can be made during any one day. Limitations on aggregate or individual transfer amounts may be changed at any time without notice in our discretion. In addition, if you transfer from a savings or Money Market account, the account is limited to a total of six transfers per statement cycle. See The Commerce Bank of Oregon's Deposit Account Agreement and Disclosure for details.

# In Case of Errors or Questions about Your External Transfers

Please contact Client Service at 503-548-1000 in regards to errors or questions about your External Transfers, or write to us at: The Commerce Bank of Oregon, 1211 SW 5<sup>th</sup> Ave Suite 1250, Portland, OR 97204servic. Refer to the section in the Bank's Regulation E Disclosure that outlines how errors and questions on electronic funds transfers are processed.

## Fees

There is no fee charged by The Commerce Bank of Oregon for enrolling in this Service, or for making an External Transfer. However, there may be fees charged by the external financial institution for ACH transactions involving an External Account. You should check with your other financial institution for any such fees.

## **Changes to Fees or Other Terms**

We reserve the right to change the fees or other terms described in this Agreement, as set forth in the Online Banking Services Agreement.

Reviewed 20181001

Zions Bancorporation N.A. Member FDIC, Equal Housing Lender