



Terms of Use for Google Pay
Effective Date: October 1, 2018

These Amegy Bank Terms of Use for Google Pay ("Terms of Use") apply to and govern the use of an Amegy Bank Visa Credit Card or Amegy Bank Visa Debit Card that is added to Google Pay and used in Google Pay or other Google features and services (collectively, the "Google Payment Services."). If an Amegy Bank Visa Credit Card is added to Google Pay, these Terms of Use are part of the Credit Card Agreement; if an Amegy Bank Visa Debit Card is added to Google Pay, these Terms of Use are part of the Deposit Account Agreement; if an Amegy Bank OnCard Prepaid Debit Card is added to Apple Pay, these Terms of Use are part of the OnCard Prepaid Debit Card Agreement.

1. Definitions. In these Terms of Use,

- a. "We", "our", and "us" refer to Amegy Bank and "you" and "your" refer to each and every person who is authorized to use a Card added to Google Pay.
- b. "Android Device" means any device that is developed or authorized by Google to support Google Pay.
- c. "Google Pay" means the mobile payment application developed and offered by Google that allows a user to pay for purchases made at retail outlets by using a digital representation of a Card that has been stored on an Android Device.
- d. "Card" means the digital representation displayed on an Android Device of an Amegy Bank Visa Credit Card or Amegy Bank Visa Debit Card added to Google Pay.
- e. "Credit Card Account" means the credit card account associated with an Amegy Bank Visa Credit Card that is added to Google Pay in a digital representation.
- f. "Credit Card Agreement" means the Amegy Bank Consumer or Business Credit Card Agreement and Disclosure Statement that governs a Credit Card Account.
- g. "Deposit Account" means the deposit account(s) accessible by an Amegy Bank Visa Debit Card that is added to Google Pay in a digital representation.
- h. "Deposit Account Agreement" means the contract of terms and conditions, including the Consumer Debit Card ("Check Card") Cardholder Agreement and Disclosure Statement that governs a Deposit Account.
- i. "Google" means Google, Inc.

2. Activating and Using Google Pay. By adding or attempting to add a Card to Google Pay or by using a Card that has been added to Google Pay, you agree to these Terms of Use, as they may be modified from time to time. If you add a Card to more than one Android Device, these Terms of Use will apply to the Card on each such Android Device and to the use of Google Pay on each such Android Device by you or anyone you authorize to use Google Pay on such Android Device. You understand and agree that your use of Google Payment Services will also be subject to agreements or terms of use with Google and other third parties.

PLEASE NOTE: When you add or attempt to add a Card to Google Pay, Google may add the corresponding Amegy Bank Visa Credit Card or Amegy Bank Visa Debit Card as a payment method for Google Payments and other Google properties.

3. Making Payments Through Google Pay. Once you add a Card to Google Pay on an Android Device, you may use the Card to make payments (i) at any merchant that accepts Google Pay or (ii) through the Android in-app purchase payment system (when available from Google). You make a payment at a merchant location by unlocking your Android Device, selecting the Card you wish to use for the payment, and holding the Android Device near the merchant's "contactless" point-of-sale terminal. (You may also have to enter a PIN to complete the payment transaction.) If the Card is an Amegy Bank Visa Credit Card, the payment will be charged to the Credit Card Account; if the Card is an Amegy Bank Visa Debit Card, the payment will be debited against the Deposit Account. To complete certain Google Pay payments, a merchant may require you to present the Amegy Bank Visa Credit Card or Amegy Bank Visa Debit Card corresponding to the Card or a government-issued form of identification.

4. Lost or Stolen Android Device; Unauthorized Transactions. If you believe your Android Device has been lost or stolen or someone has used or may use your Android Device or your credentials without your authorization, please immediately call the telephone number on the reverse of your physical Card.

5. Protecting Your Android User Credentials. You agree to protect and keep confidential your Google User ID, Android Device passwords, and all other information required to use Google Pay on an Android Device. If you share these credentials with others, they may be able to use your Android Device to make payments through Google Pay or access personal and Card information available through the Google Payment Services. If you enable the fingerprint scanner feature on your Android Device, anyone whose

fingerprints can unlock your Android Device may be able to make purchases using Google Pay on your Android Device. Subject to the applicable Credit Card Agreement or Deposit Account Agreement governing the use of the Card used to make a payment through Google Pay, you are responsible for all transactions made using the Card.

6. Fees. We do not charge you any fees to add a Card to Google Pay or to use the Card through an Android Device equipped with Google Pay. However, Google or other third parties, such as wireless companies or data service providers, may charge you fees in connection with your use of Google Pay. We reserve the right to institute or change such fees after sending you notice.

7. Questions Concerning Google Pay or an Android Device. Questions concerning the use of Google Pay or the operation of an Android Device equipped with Google Pay should be directed to Google. We are not responsible for (i) providing Google Payment Services to you; (ii) any failure of Google Payment Services or any Android Device equipped with Google Pay; (iii) your inability to use, or the unavailability of, Google Pay to make a payment in connection with any transaction; (iv) the performance or non-performance of Google or any third party providing services on behalf of Google in connection with any transaction involving Google Payment Services; or (v) any loss, injury, or inconvenience that you sustain as a result of matters addressed subparts (i), (ii), or (iii) of this Paragraph.

8. Billing Errors; Identity Theft. You are responsible for identifying and notifying us of any billing errors that occur as a result of your use of a Card through Google Pay. Refer to the Credit Card Agreement or the Deposit Account Agreement, as applicable, for further information on reporting billing errors and the procedures we will use to resolve any potential errors. **IN THE EVENT OF ANY IDENTITY THEFT OR OTHER FRAUD OR UNAUTHORIZED USE OF A CARD THROUGH GOOGLE PAY, WE WILL NOT BE LIABLE FOR ANY LOSSES YOU INCUR EXCEPT AS PROVIDED BY APPLICABLE LAW AND THE EXPRESS TERMS OF THE CREDIT CARD AGREEMENT OR THE DEPOSIT ACCOUNT AGREEMENT, AS APPLICABLE.**

9. Terminating or Suspending Use of a Card; Blocking Transactions. We reserve the right to terminate or suspend your use of a Card through Google Pay and to block any transaction made with a Card through Google Pay. You may remove a Card from Google Pay by following Google's directions for that procedure. You may not add a Card to Google Pay or use a Card through Google Pay at any time the related Credit Card Account or Deposit Account is not in good standing.

10. Sharing of Google Pay Information.

- a. We may share information about you with Google, your Card network, and other third-parties in order to (i) add a Card to Google Pay, (ii) provide Google Payment Services that you request, including the display of your Google Pay transactions on an Android Device, or (iii) maintain or improve your ability to use Google Pay or receive Google Payment Services. You authorize Amegy Bank to collect, use, and share your information in accordance with our Privacy Notice and Online Privacy Statement, as they may be amended from time to time, and which are available at: www.amegybank.com/docs/privacy and www.amegybank.com/docs/onlineprivacy. If you do not want us to share your information for these purposes, you must remove all Cards from Google Pay.
- b. Use of Google Payment Services involves the electronic transmission of information about your payment transactions to Google through the facilities of third-parties, including your wireless carrier. We do not control how Google receives, collects, or uses information it receives in connection with a Google Pay transaction or how such information is sent to or from, or stored on, an Android Device during the course of a Google Pay transaction. We are not responsible for maintaining the security of the transmission of such information at any point during the course of a Google Pay transaction or the storage of such information on an Android Device during or following a Google Pay transaction. Nor are we responsible for any breach of security affecting any information sent to or from, or stored on, an Android Device in connection with a Google Pay transaction.

11. Changes to Terms of Use. We may change these Terms of Use at any time and from time to time. You agree to all such changes by your continued use of a Card or by keeping a Card in Google Pay after the Effective Date shown on the first page of these Terms of Use, immediately below the caption. If you do not accept any changes to these Terms, you must remove all Cards from Google Pay.

12. Questions Concerning Your Credit Card Account or Deposit Account. If you have questions about a Credit Card Account or Deposit Account associated with a Card, please contact us using the toll-free telephone number printed on the reverse side of the physical Card.

13. Contacting You by Email and Electronically. In connection with your use of a Card through Google Pay,

- a. we may contact you by email at any email address you provide to us in connection with any Amegy Bank Credit Card Account of Deposit Account;

- b. YOU CONSENT TO RECEIVE NON-MARKETING ELECTRONIC COMMUNICATIONS, INCLUDING SMS AND MMS, FROM US ON ANY ANDROID DEVICE ON WHICH GOOGLE PAY HAS BEEN ACTIVATED, INCLUDING COMMUNICATIONS THAT ORIGINATE FROM THIRD PARTIES PROVIDING SERVICES TO AMEGY BANK. YOU MAY WITHDRAW THIS CONSENT AT ANY TIME, BUT IF YOU DO, YOU MUST REMOVE ALL CARDS FROM GOOGLE PAY; and
- c. you agree to notify us of changes to your contact information.

14. Governing Law and Disputes. These Terms of Use are governed by federal law and, to the extent that state law applies, the laws of the state of Utah, regardless of where you may reside or use your Card at any time. Disputes arising out of or relating to these Terms of Use are subject to the dispute resolution provisions in, as applicable, your Credit Card Agreement or your Deposit Account Agreement.

Android and Google Pay are trademarks of Google, Inc.

Visa is a trademark of Visa International Service Association

Amegy Bank is a division of Zions Bancorporation, N.A., Member FDIC