



## Digital Banking Access Agreement

Effective April 1, 2022

### YOUR COMMUNICATIONS WITH BANK OF WASHINGTON

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- **Phone:** (636) 239-7831
- **Email:** [online@bankofwashington.com](mailto:online@bankofwashington.com)
- **Mailing Address:** Bank of Washington, P.O. Box 377, Washington, MO 63090
- **In-Person:** You may visit us at any one of our branch locations.

Within this Agreement, the terms “you”, “your”, “consumer”, and “customer” refer to each person on an account who has enrolled in Digital Banking Service. In addition, if you elect to receive Bill Payment Services or Electronic Documents (statements, notices, etc.), “you” and “your” refer to each person who accepts the Enrollment Form for those services or is otherwise authorized to use those services. The term “account” or “accounts” means your accounts at Bank of Washington. The term “we”, “us”, “our”, or “Bank” refer to Bank of Washington.

**Introduction.** This Agreement is between you (a natural person that uses the Service for personal, family or household purposes) and/or your business entity (for business purposes) and Bank of Washington. This Agreement governs your use of Bank of Washington’s digital banking services (“Digital Banking”), as well as any transactions that you may initiate with and/or request from Bank of Washington through Digital Banking. Digital Banking permits you to perform a number of banking functions involving your Accounts that are linked to Digital Banking through the use of a personal computer, tablet, phone, or other Internet-enabled access device. You agree to be bound to the terms and conditions pertaining to Bank of Washington Digital Banking, and the specific terms and conditions applicable to any other associated services that you elect to use as set out below, including Mobile Deposit, and excluding our bill pay service, P2P, and electronic document services.

Certain important terms applicable to all services of Digital Banking, unless otherwise defined in this Agreement, are set out in the Definitions section in **DEFINITIONS** at the end of this Agreement.

**Exceptions.** This Agreement does not cover transfers you may make through the branch, a telephonic individual voice response system (24hr Tele-Banker), or through an automated teller machine (ATM).

Bank of Washington is providing you with this Agreement in accordance with, and it is subject to, Applicable Law. Please read this document carefully, as it discusses in detail your rights and responsibilities when enrolling in Digital Banking and when conducting transactions through Digital Banking.

***By proceeding to use Digital Banking services, you acknowledge that you have read, understood, and agree to be bound by this Agreement and the terms and conditions associated with your use of Digital Banking services, including any Transactions you initiate through Digital Banking.***

We recommend that you print or save a copy of this Agreement and keep it with your records. You may also view this Agreement, at any time, [on our website](#).

## Digital Banking Service Features

This portion of the Agreement describes the general features, terms and conditions of Digital Banking applicable for Personal and Business Users, except as may otherwise be expressly indicated.

**Who Is Eligible.** You are eligible to use Digital Banking if you maintain an Account (checking, savings, certificate of deposit, and/or some eligible loan types) and have executed this Agreement, and if we have otherwise approved your use of Digital Banking, as described further below.

**Access.** To use Digital Banking, you must have a computer, tablet, phone, or other Internet-enabled access device (“Device”). You must also have access to the Internet and an email address. To register for Digital Banking, you must complete an enrollment and/or other set-up process and associated form(s) and be approved by us in our sole and exclusive discretion. Your enrollment in Digital Banking will, subject to other terms of this Agreement, enable you to use all features of Digital Banking, and access those Accounts that you have designated through, and that are eligible for access with, Digital Banking. You can also request to add or remove an Account by submitting a secure message through Digital Banking or by contacting our Customer Service at (636) 239-7831.

Subject to Applicable Law, and in our sole discretion, we reserve the right to modify, suspend, or terminate access to Digital Banking at any time without notice or refund of previously incurred fees. You authorize us, at our election and as permitted by Applicable Law, directly or through an agent, to obtain your credit report in connection with your request for use of Digital Banking and, at our sole discretion, thereafter from time to time, in connection with your use of the Service. We may limit your access to Digital Services or the dollar amount and/or frequency of your transfers and payments based on your credit report and/or review of other risk factors.

**Hours of Access.** Digital Banking is generally available twenty-four (24) hours a day, seven (7) days a week. Some or all features of Digital Banking may not be available from time to time due to problems arising in connection with transmissions over the Internet, as well as emergency or scheduled system maintenance. We will post a notice of any extended periods of non-availability on the Bank of Washington website.

**Basic Features of Digital Banking.** By enrolling in Digital Banking, you will have access to Digital Banking features, which allow you to:

1. View current balance and transaction information on your Account(s);
2. View Account history and Digital Banking Activity;
3. Perform Internal Transfers between certain Account(s) you have with us on either a one-time or recurring basis;
4. Perform certain External Transfers between your Account(s) with us and accounts at other financial institutions on either a one-time or recurring basis;
5. Stop payment of checks you have written;
6. Download and/or export Account history information for use with other systems such as Quicken® and QuickBooks®;
7. View check images;
8. Perform self-service Account maintenance such as re-ordering checks, or changing address and phone information;
9. Receive, view, and download your Account documents (i.e., eStatements, Loan Billing Statements, Loan Payment Notices, etc.);
10. Set Account alerts and Delivery Preferences;
11. Enable CardSwap;
12. Send secure messages to us regarding Digital Banking Services;
13. Pay bills using the Bill Payment Service;
14. Pay Loans;
15. Pay People using the Peer to Peer (P2P) Service;
16. Open a new Account;
17. Use your Mobile Device to perform certain Mobile Banking Service functions; and
18. Use your Mobile Device to perform certain Mobile Remote Deposit Capture Service.

Some of the above features may not be available for certain Accounts or customers. Additional information regarding some but not necessarily all of the above features is provided below.

Additional Digital Banking services may be added by us from time to time in our sole discretion. By using these additional services when they become available, you agree to be bound by the terms and conditions associated with such services, as such terms and conditions are provided to you by us.

The use of certain features or modules related to Digital Banking may incur fees or other charges. See our [Schedule of Fees on our website](#) for further information or by contacting our Customer Service at (636) 239-7831.

**Limits on Amounts and Frequency of Digital Banking Transactions.** The number of transfers from Accounts and the amounts which may be transferred via Digital Banking, including via the Mobile Banking Service, are limited pursuant to the terms of the applicable Account Agreements and as otherwise described in this Agreement or in other communications we may provide to you. You understand that those limits may include the number of Internet (via Computer or Device) transfers from Money Market Savings Deposit Accounts or other Savings Accounts processed in a statement cycle.

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## YOUR LOGIN ID, PASSWORD AND OTHER SECURITY PROCEDURES

You will be required to use a Login ID assigned to or selected by you, as well as a password selected by you, each time you log-in to use Digital Banking. You agree that we may rely on your Login ID, password, and other security procedures, as further described below and as we may modify at our sole and exclusive discretion from time to time, to identify and authenticate you when you use the Service (Security Procedures). You agree to protect the Security Procedures to prevent unauthorized use.

The following Security Procedures apply to access by all customers, except as otherwise expressly provided, to Digital Banking Service, including but not limited to the Mobile Banking Service feature of Digital Banking. The Bank may issue new Security Procedures and/or cancel or change any Security Procedures from time to time.

Except as may otherwise be noted, the following Security Procedures are required for all Digital Banking customers:

**Login ID.** This is the electronic identification (in letters, numerals, and special characters) associated with each user of the Digital Banking that will be used for log-in.

**Password.** Each user of the Digital Banking Service will also be required to have a unique password known only to the user. Passwords are case-sensitive and must meet certain requirements including, but not limited to, minimum and maximum length and types of characters, as further described in the Digital Banking system. Each user is strongly recommended to change his or her individual password at least every 90 days for security purposes. The Bank requires a minimum of a password change every 365 days. Login IDs and individual passwords may not be shared with any other person or entity.

**Enhanced Log-in Security.** In addition to the above individual Login IDs and passwords, access to the Digital Banking Service includes, as part of the security procedures, a multi-factor authentication security procedure at log-in for each user.

Enhanced login security incorporates an additional multi-part credential for each user of Digital Banking of identity authentication that may include, but is not limited to, additional log-in security features such as security cookies, flash objects, and one-time passcodes. The enhanced login security will require each user of Digital Banking to establish and utilize, in addition to individual Login IDs and passwords, his/her own individual authentication by selecting a preferred out-of-band delivery channel for one-time security access code (SAC) that may be required from time to time at log-in. These log-in passcodes (SAC) may be delivered to users via email or such other method as Bank may offer from time to time, including but not limited to delivery to a designated phone or Mobile Device, as applicable, either by voicemail or SMS text.

**Minimum System Requirements.** Digital Banking is designed to operate using the latest operating system and browser combinations. It is important for you to keep your Computer's operating system and browser version current to ensure maximum security and user experience. The operating systems and browsers listed at [bankofwashington.com/browser-check](http://bankofwashington.com/browser-check) are the minimum requirements necessary to ensure a positive experience while using Digital Banking. Those requirements are in addition to the Computer requirements described in this Agreement, and the recommendations available at the Digital Banking website and associated web pages, including but not limited to the following:

- update the Computer operating system
- keep the browser current
- install anti-virus software and anti-spyware software
- change passwords on a regular basis
- do not click links inside spam email, especially emails claiming to offer anti-spyware software

**Additional Strongly Recommended Security Procedures:** From time to time and as applicable, the Bank may make available additional Security Procedures for use with Digital Banking. The Bank strongly recommends the use of these additional Security Procedures to help deter and protect against unauthorized transactions associated with the Services, including the following:

- **Alerts:** As further described in this Agreement, the Bank provides optional Account and security alerts associated with certain modules of Digital Banking and the Mobile Banking Service that you may elect to use. Alerts may be set up to notify you of key Digital Banking transactions or when other important activity has occurred. Additional details about Digital Banking alerts are available at the Digital Banking Service website and associated web pages.
- **Security Best Practices:** Bank of Washington provides important information, recommendations and best practices for Internet banking security on its [website](#). As an important additional security procedure, it is recommended that all customers regularly review and implement the various actions described to help protect their financial and other sensitive information and mitigate fraud.

We will execute authenticated transfers or transactions that are in conformity with all Security Procedures and other requirements set forth in this Agreement. We may require additional authentication of any transfer or transaction request. We reserve the right to reject a transfer or transaction request that cannot be properly authenticated.

Except as is more fully discussed in this Agreement, you understand and agree that you are responsible for all transfers and payments made through the Service using the Security Procedures. You also acknowledge and agree that if you permit another party(ies) to use the Security Procedures to access the Service, or otherwise authorize them to use the Service, you are responsible for any and all Digital Banking transactions that party(ies) makes from your Account, even if it exceeds your authorization. Subject to the terms of this Agreement, we may follow and comply with any transfer instructions entered into the Service using the Security Procedures.

You acknowledge and understand the importance of your role in preventing misuse of your Accounts through Digital Banking. You agree that it is your sole responsibility to protect the confidentiality of your Account and Account number, the Security Procedures, and your personal identification information, such as your driver's license number and social security or tax identification number. You should not use a public computer to access Digital Banking. You agree that if you access the Service from a computer other than your own (such as a public computer terminal at a library or Internet café), you will not leave the computer unattended while using the Service. You also agree that, in such situations, you will always end your session using the Service by clicking on the LOG OFF button located at the bottom of the left-hand side menu. We will not be liable to you for any losses that may result from your failure to follow these security provisions.

You understand that personal identification information, by itself or together with information related to your Account, may allow unauthorized entry and access to your Account. Data transferred via Digital Banking is encrypted in an effort to provide transmission security, and Digital Banking utilizes identification technology to verify that the sender and receiver of Digital Banking transmissions can be appropriately identified by each other.

We will never email you to request your Login ID and password or your personal Account information over the Internet. If you suspect that an unsolicited email of this nature is fraudulent, please contact us.

## FEES AND CHARGES

While Digital Banking is a free service, you agree to pay the fees and charges for your use of the Service as set forth in the [Schedule of Fees](#) as it may be amended from time to time with notice to you as required by Applicable Law. You agree that all such fees and charges will be deducted from the checking Account you designate as the "Primary Checking Account." If you close your Primary Checking Account, you must contact us immediately to designate another Account as your Primary Checking Account. You agree to pay any and all additional charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of Digital Banking.

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## FINANCIAL MANAGEMENT SOFTWARE (FMS)

Once enrolled in Digital Banking services, you may supplement and/or enhance your use of Digital Banking by use of QuickBooks®, Quicken®, and related products, which allows you to automatically download transactions and match them with existing transactions from your financial management software (FMS). Access to Account information through FMS must be done using an active Login ID, password and any other access devices or other secure method as may be required. If you choose to use FMS, you must purchase this software from the software manufacturer, or a retailer of your choice. Your use of the FMS is governed by the software license agreement(s) included with each software application. You must agree to the terms and conditions of the software license agreement(s) during the installation of the FMS on your Computer. You are responsible for the correct set-up and installation of the FMS, as well as maintenance, updates and upgrades to the FMS and/or your Computer. We make no warranties nor accept any liability for such software. We are not responsible for any problems related to the FMS itself, your Computer, tablet, phone or other device or your ability to connect using the FMS as described in this Agreement. You are responsible for all transactions that you authorize using FMS.

If you permit others to access Digital Banking using FMS, you are responsible for all transactions they initiate. You must establish your own internal security procedures for persons that you may authorize to use Digital Banking via FMS and to prevent unauthorized use by other persons. You should verify all Account data obtained and transactions executed on your Accounts using FMS. Our records of transactions, instructions and communications regarding your Accounts and use of Digital Banking supersedes any records stored or created on your Computer equipment through the use of FMS. You are responsible for any and all obligations to any software vendor arising from your use of that vendor's FMS

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## DIGITAL BANKING TRANSFERS

**Preauthorized Recurring Fund Transfers.** To the extent we make them available, you authorize us to establish preauthorized recurring fund transfers in accordance with the requests you make for us to do so. We will only allow preauthorized recurring fund transfers that do not vary in amount.

**Limits on Digital Banking Funds Transfers.** You must have enough available money or credit in any account from which you instruct us to make a transfer. All transfers must be in U.S. Dollars. For security reasons, we may implement limits on the number or amount of transactions you can make using Digital Banking. We also reserve the right to limit or suspend access to our Digital Banking service as we deem necessary for security reasons. We may also limit access from countries other than the United States of America.

Withdrawals from certain types of accounts may have limits imposed. Please check your Account Agreement or contact us for more information.

**When Digital Banking Funds Transfers are Made.** Transfers are not final at the time we receive your instructions, but we will begin to process them promptly. You should allow at least one (1) business day for us to process transfers. Each transfer will be posted to any account with us from which it is made, and to any other account with us that is involved in the transaction, on the business day on which the transfer is made. Each transfer you make on a non-business day, or after our Digital Banking cut-off time on any business day, will be considered made on the following business day. Information you obtain about your accounts using our Digital Banking service may not reflect transactions that have not yet been posted to your accounts. You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information.

**Our Liability for Failure to Complete Transfers from Consumer Accounts.** If we do not complete a transfer from a consumer account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are exceptions. We will NOT be liable, for instance:

1. If, through no fault of ours, you do not have enough available money in the account from which a transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a transfer because of insufficient funds;
2. If any transfer would go over the credit limit of any account;
3. If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction;
4. If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction;
5. If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware;
6. If you do not instruct us soon enough for your transfer to be received and credited;
7. If the money in the account from which a transfer is to be made is subject to legal process or other claim restricting the transaction;
8. If circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken.

**Limits on Internal Transfers.** In addition to requirements and other limits described above and in this Agreement generally, please see your specific Account Agreement for details, or call us at 636-239-7831.

**Stopping or Changing Transfers and Stop Payments.** If you want to stop or change transfers or stop a payment you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both one-time transactions as well as preauthorized recurring transactions. The normal way to do this is for you to access the appropriate function in our Digital Banking no later than the day before the business day the transfer is scheduled to be made, and either delete it or make the change. You may also contact us at (636) 239-7831 or write to us. If you call or write, you must do this in time for us to receive your request three (3) business days or more before the transfer is scheduled to be made.

If you order us to stop a preauthorized recurring transfer from a consumer account as described above, and we do not do so, we will be liable for your losses or damages.

**Transfers Involving Insufficient Funds.** If you instruct us to make a transfer and you do not have a sufficient balance in the account from which you are making the transfer (including available credit under any overdraft line), we may refuse to complete the transaction. We may do this even if there are sufficient funds in accounts other than the one you were using to make the transfer. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize.

If we do not make a transfer, or if we reverse a transfer, because of insufficient funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the account from which you made, or attempted to make, the transfer.

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## DIGITAL BANKING EXTERNAL TRANSFERS

**Registration and Access.** You must be a consumer or operating under your SSN (Sole Proprietor) enrolled in Digital Banking in order to transfer funds between your Accounts with us and accounts at other financial institutions (“External Transfers”). External Transfers are outbound and inbound transfers that move funds to or from one of your eligible Accounts with us to or from a registered account at another financial institution. An “Inbound” transfer moves funds into an Account you own with Bank of Washington from an account you own outside of Bank of Washington. An “Outbound” transfer moves funds from an Account you own at Bank of Washington to an account outside Bank of Washington that is owned by you or for which you otherwise have the authority to transfer funds. You will need to enroll each non-Bank account that you wish to use for External Transfers.

You agree that (i) you will only register eligible non-Bank accounts (i.e., accounts at financial institutions other than Bank of Washington) on which you are an individual or joint owner, or for which you otherwise have the authority to transfer funds, and (ii) you will only use External Transfers for transferring funds between your personal Accounts with us and registered personal accounts at other financial institutions.

**Scheduling External Transfers.** External Transfers can be scheduled (or initiated) on either a one-time basis or a recurring basis. One-time transfers may be scheduled to be sent immediately or scheduled to be sent on a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. One-time future-dated or future recurring transfers scheduled for a weekend or a non-Business Day will be processed on the next Business Day. All other one-time future-dated and recurring transfers will be processed at the end of the Business Day requested. The cut-off time and delivery date of External Transfers is set forth [on our website](#), in your Account Agreement, and/or in this Agreement.

## WHEN TRANSFERS ARE DEBITED FROM AND CREDITED TO YOUR ACCOUNT(S)

**Transfers initiated BEFORE Cutoff Time.** Funds involving an External Transfer from your Account with us (Outbound) will be debited from your Account and credited to the receiving external, non-Bank of Washington account on the next Business Day after you initiate the transfer. Funds involving Inbound transfers will be debited from the external, non-Bank of Washington account and credited to the receiving Account with us on the next Business Day after you initiate the transfer. Funds credited to the receiving Bank of Washington Account may not be available for use until the second business day following the day of credit.

**Transfers initiated AFTER Cutoff Time.** Funds involving an External Transfer from your Account with us (Outbound) will be debited from your Account and credited to the receiving external, non-Bank of Washington account on the second Business Day after you initiate the transfer. Funds involving Inbound transfers will be debited from the external, non-Bank of Washington account and credited to the receiving Account with us on the second Business Day after you initiate the transfer. Funds credited to the receiving Bank of Washington Account may not be available for use until the second business day following the day of credit.

For a detailed list of cutoff times list, please refer to [our website](#).

**Canceling Scheduled Transfers.** Future-dated External Transfers (either one-time or recurring) can be cancelled prior to the cut-off time on the Business Day prior to the date the transfer is scheduled to be made. However, if the transfer's status is processing, you can no longer cancel it. NOTE: Immediate transfers cannot be cancelled via Digital Banking once the transfer has been processed.

**Limits on Amounts and Frequency of Digital Banking Transactions.** Transfers from a Savings or Money Market Account are limited to a total of six third party transfers per month. If a hold has been placed on the account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

For security purposes, External Transfers have limits on the amount of funds that may be transferred in one day and within one month, which may change at any time without prior notice (other than any notice required by applicable law). External Transfers are currently limited to a daily aggregate of \$2,500 for inbound and outbound transfers with a maximum amount of \$5,000 per month. Individual transfer amounts may be changed at any time without notice at Bank of Washington's discretion. If there are not sufficient funds in your account to cover an External Transfer, plus the fee, the transfer will not be completed, and you will receive an email notification.

See your specific Account Agreement for details or call us at 636-239-7831.

**Disqualifying Events.** You agree that we may reduce the dollar limits on transfers as described above or terminate your eligibility to make future transfers (including canceling scheduled future transfers), in each case without prior notice (other than any notice required by Applicable Law), upon occurrence of a Disqualifying Event. Each of the following is a "Disqualifying Event":

- Any of your Accounts with us are not current or are not in good standing;
- You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Account with us during the current or six (6) prior calendar months;
- You have had any prior External Transfer involving accounts at other financial institutions cancelled, revoked, or not completed due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason;
- We suspect fraud or unauthorized use has or may occur with respect to your Account(s) with us or with respect to any External Transfer(s).

**External Transfers and Available Funds.** You agree to have Available Funds on deposit in the Account you have designated in amounts sufficient to pay for all External Transfers requested, as well as any other payment obligations you have to us. If External Transfers process against any uncollected deposit, uncollected balance or otherwise insufficient Available Funds in your Account, YOUR ACCOUNT WILL BE ASSESSED AND CHARGED THE APPROPRIATE OVERDRAFT, UNCOLLECTED, OR RETURNED ITEM (NSF) FEE. See our [Schedule of Fees on our website](#) for the current fees, if applicable for these charges.

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## MOBILE BANKING SERVICE

### Enrolling in the Mobile Banking Service

Once you have enrolled in Digital Banking, you may use our Mobile Banking Service to access financial services and products and the functions now, or in the future, made available by us, using a Mobile Device. Not all Accounts are available through the Mobile Banking Service, and not all features of the Mobile Banking Service may be available.

To use the Mobile Banking Service, you must: (a) have a Mobile Device, which may be a mobile phone, tablet or other equipment with a mobile carrier, operating system, data plan, software, and hardware supported by us now or in the future, and (b) register while logged in to your subscription to Digital Banking. Although the Mobile Banking Service is phone device-agnostic, the enrollment process may require you to provide information about the Mobile Device that you will generally use for the Mobile Banking Service, as well as the telephone number for your Mobile Device, the telecommunications carrier that provides service to your Mobile Device, and your email address. Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. Once you register your Mobile Device and your enrollment is otherwise complete, you can start using the Mobile Banking Service. If you use a handheld mobile device other than your Mobile Device to access the Mobile Banking Service, all short message service ("SMS") text messages originating from the Mobile Banking Service will be sent to the Mobile Device you entered when registering for the Mobile Banking Service.

**It is your responsibility to provide us with accurate, complete, and current information about you and your Mobile Device (including its telephone number, the telecommunications carrier, and your email address), and to notify us immediately if any of this information changes or if service to your Mobile Device is terminated.** We reserve the right to refuse or cancel your registration for the Mobile Banking Service if we cannot verify information about you and/or your Mobile Device.

**Mobile Banking Service Formats.** As further described below, the Mobile Banking Service permits you to use a Mobile Device to perform certain transactions associated with your eligible Accounts with us (hereinafter, each a “Mobile Banking Account”). The Mobile Banking Service may be provided in one or more formats or mechanisms, including without limitation, as well as via the mobile web or the downloadable application (further described below and hereinafter referred to as “Mobile Banking”). Not all methods will be available on all Mobile Devices. If you use the Mobile Banking Service in the form of SMS text messages, you are solely responsible for the content of and the mis-delivery of any SMS text messages. You agree to provide accurate source indication (i.e. the Mobile Device’s mobile phone number for SMS text messages) of any SMS text messages sent by you. YOU ACKNOWLEDGE THAT THESE MESSAGES MAY INCLUDE INFORMATION THAT IS CONSIDERED CONFIDENTIAL UNDER FEDERAL AND STATE LAW, AND SOMEONE WHO HAS ACCESS TO YOUR SMS HISTORY OR EMAIL ACCOUNT MAY BE ABLE TO VIEW THE CONTENT.

**Mobile Banking Service Transactions.** You may use the Mobile Banking Service to initiate the following types of transactions to or from your Mobile Banking Accounts through your Mobile Device (each, a “Mobile Banking Transaction”):

1. **View Limited Transaction History:** To view balances and recent transactions, as well as search for recent transactions (e.g., by date, amount and check number) for your Mobile Banking Accounts.
2. **Make One-Time Same-Day or Future-Dated Internal Transfers Between Your Mobile Banking Accounts:** To make immediate or future-dated, one-time Internal Transfers of funds between your Mobile Banking Accounts, as further described herein and in accordance with the DIGITAL BANKING TRANSFERS section of this Agreement. For security reasons, we may limit the frequency and dollar amount of Internal Transfers made via the Mobile Banking Service, as further described in the DIGITAL BANKING TRANSFERS section of this Agreement. You may make recurring Internal Transfers via the Mobile Banking Service.
3. **Make One-Time Same-Day or Future-Dated External Transfers Involving Your Mobile Banking Accounts:** To make immediate or future-dated, one-time External Transfers of funds involving your Mobile Banking Accounts, as further described in and in accordance with the DIGITAL EXTERNAL TRANSFERS section of this Agreement. For security reasons, we may limit the frequency and dollar amount of Internal Transfers made via the Mobile Banking Service, as further described in the DIGITAL EXTERNAL TRANSFERS section of this Agreement. You may make recurring External Transfers via the Mobile Banking Service.
4. **Cancel One-Time Future-Dated Internal Transfers or External Transfers:** To cancel future-dated, one-time Internal Transfers or External Transfers involving your Mobile Banking Accounts, as further described in and in accordance with the DIGITAL TRANSFERS section and the DIGITAL EXTERNAL TRANSFERS section of this Agreement, respectively.
5. **Initiate Bill Payment Transactions:** If you are enrolled in our Bill Payment Service, you may use the Mobile Banking Service to pay a bill from the Account that you have designated as your Funding Account under the terms of our Bill Payment Service as further described in and in accordance with the Bill Payment Agreement. Each Payment that you initiate through your Mobile Device will be considered a “Mobile Bill Payment Transaction.” You may also use the Mobile Banking Service to view, edit and delete pending Mobile Bill Payment Transactions and Payments initiated through Digital Banking. You must maintain your Funding Account in good standing with us in order to perform Mobile Bill Payment Transactions. If your Funding Account is closed for any reason, we will suspend or terminate your right to engage in Mobile Bill Payment Transactions. For security reasons, we may limit the frequency and dollar amount of Mobile Bill Payment Transactions from your Funding Account. You may initiate a Mobile Bill Payment Transaction to any new Payees that are not currently on your Payee list as established pursuant to our Bill Payment Service terms and conditions. You may establish (or delete or edit any pending) recurring Payments through the Mobile Banking Service.
6. **Receive and/or View Account and Security Alerts:** Receive certain Account and security alerts via SMS text message, and/or view such alerts via Mobile Banking, as further described in the ACCOUNT ALERTS section of this Agreement.
7. **Send Secure Messages to Us:** Send secure messages to us regarding Digital Banking or the Mobile Banking Service.
8. **Other Features:** To find our ATMs and branch locations, and to get help for other questions and inquiries associated with Digital Banking or the Mobile Banking Service.

#### **Limitations on Mobile Banking Transactions.**

1. **Limits:** We may limit certain types of transfers from your Savings and Money Market Accounts, the limitations set forth in the LIMITS ON AMOUNTS AND FREQUENCY OF DIGITAL BANKING TRANSACTIONS section of this Agreement apply to the Mobile Banking Service.
2. **Dollar and Frequency Limitations on Transfers and Transactions.** We reserve the right to limit the frequency and dollar amount of Internal Transfers, External Transfers and/or Mobile Bill Payment Transactions initiated via your Mobile Device for security reasons. Those limits are the same as and will be combined with those that apply to transactions initiated via Digital Banking, as further described in and in accordance with the DIGITAL BANKING TRANSFERS section and DIGITAL EXTERNAL TRANSFERS section of this Agreement, respectively.
3. You may make multiple transfers per day, subject to the limits set forth above and in the DIGITAL BANKING TRANSFERS section, and DIGITAL BANKING EXTERNAL TRANSFERS section of this Agreement, respectively.



4. **Mobile Device Limitations.** The Mobile Banking Service and some Mobile Banking Transactions may not be available on all types of Mobile Devices. You also understand and agree that the Mobile Banking Service may not be accessible or may have limited utility over some mobile networks, such as while roaming.

**Standard Messaging Service Charges.** Any fees and charges that may apply to the Mobile Banking Service will be set forth in our [Schedule of Fees](#) and are separate and apart from any other charges that may be assessed by the provider of your mobile communication services (“Carrier”) for text messages sent to or from us. You understand that the standard data and text messaging rates charged by the Carrier providing service for your Mobile Device apply when you use your Mobile Device to enroll in and use the Mobile Banking Service.

**Your Responsibilities.** You represent and agree to the following by enrolling in or using the Mobile Banking Service:

1. **Account Ownership/Accurate Information.** You represent that you are the legal owner of the Accounts and other financial information which may be accessed via the Mobile Banking Service. You represent and agree that all information you provide to us in connection with the Mobile Banking Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using the Mobile Banking Service. You agree not to misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate.
2. **User Security.** You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using the Mobile Banking Service. You agree not to leave your Mobile Device unattended while logged into the Mobile Banking Service and to log off immediately at the completion of each access by you. You agree not to provide your Login ID, password or other access information to any unauthorized person. If you permit other persons to use your Mobile Device, login information, or other means to access the Mobile Banking Service, you are responsible for any transactions they authorize. We will not be liable for any damages resulting from your failure to follow the above precautions. You agree not to use any personally identifiable information when creating shortcuts to your Account. We make no representation that any content or use of the Mobile Banking Service is available for use in locations outside of the United States. Accessing the Mobile Banking Service from locations outside of the United States is at your own risk.
3. **User Conduct.** You agree not to use the Mobile Banking Service or the content or information delivered through the Mobile Banking Service in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in any software associated with the Mobile Banking Service; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Mobile Banking Service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to the Mobile Banking Service; (i) interfere with or disrupt the use of the Mobile Banking Service by any other user; or (j) use the Mobile Banking Service in such a manner as to gain unauthorized entry or access to the computer systems of others.

## TEXT BANKING & ACCOUNT ALERTS

Bank of Washington offers customers mobile access to their account information (e.g., balance inquiries and most recent transaction) over the Short Message Service (“SMS”), as well as the option to set up alerts for accounts (e.g., low balance alerts). The Services and/or Software may not be available at any time for any reason outside the reasonable control of Bank of Washington or any Service Provider.

Digital Banking services provides both optional Account Alerts and Security Alerts associated with certain modules of Digital Banking Services. We may add new alerts from time to time or cancel old alerts. Each alert has different options available, and you may select from among these options upon activation of your alerts service.

- Text Banking Enrollment requires identification of the banking relationship with Bank of Washington as well as providing a mobile phone number. This is enabled/unenabled via the Text Banking option in your Digital Banking access menu. Text STOP to 226563 to opt out of the program. A list of commands can be found on your Digital Banking Access.
- Text alerts are enabled/unenabled via the Setup/Edit Alerts option in your Digital Banking access menu.

Voluntary alerts are subject to the following:

- Electronic alerts will be sent to the phone number(s), email address(es) or Mobile Device(s) identified by you via Digital Banking or on enrollment and/ or set-up form(s). If your phone number(s), email address(es) or Mobile Device(s) changes, you are responsible for updating that information via Digital Banking, and such change(s) will apply to all of your alerts.
- You understand and agree that your alerts may be delayed or prevented by a variety of factors. We will use commercially reasonable efforts to provide alerts in a timely manner with accurate information. We neither guarantee the delivery nor the accuracy of the

contents of any alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance of an alert. You agree that we are not responsible for any costs or fees incurred as a result of alerts directed by you.

- Alerts are not encrypted. We will never include your Login ID or password or full Account number(s). However, alerts may include your name and some information about your Accounts, depending upon your selection of specified alerts.

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## MOBILE DEPOSIT SERVICE

The Mobile Deposit Service (Mobile Deposit) is designed to allow you to make deposits of paper checks (Checks) to your checking, savings or money market savings Accounts with Bank of Washington from home or other remote locations by using your eligible camera-enabled Mobile Device to capture images of the Checks and transmitting the digital images and associated deposit information (Images) to us or our third-party processor (Processor) with your Device.

**Eligibility.** You must be a user of Bank of Washington’s Mobile Banking Service to use Mobile Deposit.

**Enrollment.** In order to use Mobile Deposit, you must: (a) have one or more eligible Deposit Accounts with us, (b) have an eligible Device, and (c) be a user of the Mobile Banking Service. Only certain camera-enabled Devices may be used with Mobile Deposit, as specified by us from time to time. You may be required to provide information about the Mobile Device that you will use for Mobile Deposit, as well as the telephone number for your Device, the telecommunications carrier that provides service to your Device, and your email address. Use of Mobile Deposit requires identification of your banking relationship with us as well as verification of your Device. If you use a handheld mobile device other than your Device to access Mobile Deposit, any SMS text messages originating from Mobile Deposit will be sent to the Device you entered and verified when registering for Digital Banking services. **It is your responsibility to provide us with accurate, complete and current information about you and your Mobile Device (including its telephone number, the telecommunications carrier, and your email address), and to notify us immediately if any of this information changes or if service to your Device is terminated.** We reserve the right to refuse or cancel your registration for Mobile Deposit if we cannot verify information about you and/or your Device.

**Charges for Mobile Deposit.** While we currently do not charge for Mobile Deposit, you agree to pay for any future charges we may assess for Mobile Deposit in accordance with our current [Schedule of Fees](#), as amended from time to time, or you may elect to terminate Mobile Deposit. We will advise you of any fee changes prior to implementing them to the extent and as required by applicable law. You authorize us to automatically charge your primary checking Account for all such fees incurred in connection with Mobile Deposit. In the future, we may add to or enhance the features of Mobile Deposit. By using such added or enhanced features, you agree to pay for them in accordance with our Schedule of Fees.

**Deposit Limits.** We may establish daily and/or monthly limits on the dollar amount and/or number of items or deposits from time to time. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

**Eligible Items.** You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC (“Reg CC”). You agree that the Image of the check that is transmitted to the Bank (each such check and other item is referred to in this section as a “Check” and, if more than one, “Checks”) shall be deemed an “item” within the meaning of Article 3 & 4 of the Uniform Commercial Code. You also acknowledge and agree that Mobile Deposits that you make using this service are not “Electronic Fund Transfers” as that term is defined in Consumer Financial Protection Bureau’s Regulation E.

You further agree that you will not use Mobile Deposit to deposit any Checks or other items (considered ineligible or Prohibited Checks) that:

- are payable to any person or entity other than yourself or otherwise to the owner of the account that the item is being deposited into;
- are drawn, or otherwise issued, by you on any of your Mobile Deposit Accounts maintained at another financial institution;
- are prohibited by Bank’s then current procedures pertaining to Mobile Deposit or are in violation of any law, rule or regulation;
- you know or suspect, or should know or suspect, are altered on the front of the item, fraudulent or otherwise not authorized by the owner of the Mobile Deposit Account on which the Checks are drawn;
- have not been previously endorsed by a bank and are either “substitute checks” (as defined in Regulation CC or other applicable federal law or regulation) or “image replacement documents” that purport to be substitute checks, without Bank’s prior written consent;
- are drawn on financial institutions that are located outside of the United States or Territories of the United States;

- are payable jointly, unless deposited into a deposit Account in the name of all payees;
- are remotely created checks, as defined in Regulation CC, or are remotely created payment orders;
- are not payable in United States currency;
- are dated more than six (6) months prior to the date of deposit;
- have any endorsement on the back other than that specified in this section;
- have previously been submitted through Mobile Deposit or through a remote deposit capture service offered at any other financial institution; or
- are not acceptable to Bank for deposit into a deposit Account as provided in the Account Agreement.

If you deposit a Prohibited Check, you agree to indemnify and reimburse the Bank for, and hold the Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) that the Bank may incur associated with any warrant, indemnity, or other claim related thereto. Furthermore, if, after first having obtained the Bank's written consent to do so, you provide the Bank with an electronic representation of a substitute Check for deposit into a Mobile Deposit Account instead of an Check, you agree to indemnify and reimburse the Bank for, and hold the Bank harmless from and against, any and all losses, costs, and expenses (including reasonable attorneys' fees) the Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

**Requirements.** You understand you must, and hereby agree, at your sole cost and expense, to use a Device that meets all technical requirements for the proper delivery of Mobile Deposit and that fulfills your obligation to obtain and maintain secure access to the Internet. You understand and agree you may also incur, and shall pay, any and all expenses related to the use of Mobile Deposit, including, but not limited to, telephone service or Internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of Mobile Deposit. You understand and agree that you are solely responsible for the operation, maintenance, and updating of all equipment, software, and services used in connection with Mobile Deposit and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades, and replacements. The Bank is not responsible for, and you hereby release the Bank from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet. The Bank is not responsible for, and you hereby release the Bank from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your Mobile Device and/or any associated hardware or software, or failures of or interruptions in any electrical, telephone, or Internet services. The Bank hereby advises you, and you hereby agree to scan its Mobile Device and/or any associated hardware or software on a regular basis using a reliable virus detection product in order to detect and remove viruses.

The image of an item transmitted to Bank of Washington using Mobile Deposit must be legible and contain images of the front and back of the Check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Check image:

- the amount of the Check (both written and numeric);
- the payee; the signature of the drawer (maker);
- the date;
- the Check number;
- the information identifying the drawer and the paying financial institution that is preprinted on the Check including the MICR line; and
- all other information placed on the Check prior to the time of an image of the Check is captured (such as any required identification written on the front of the Check and any endorsements applied to the back of the Check).

**Required Endorsement.** Endorsements must be made on the back of the Check within 1½ inches of the "trailing edge" of a check, although we may accept endorsements outside this space. **Sign your check and write "For Mobile Deposit Only", or, if available, check the box next to the signature line indicating a mobile deposit. Your deposit may be declined if it is not properly endorsed.**

A Check payable to two payees must be endorsed by both payees. If the Check is payable to you or your joint owner, either of you can endorse it. If the Check is made payable to you and your joint owner, both of you must endorse the Check and it must be deposited into a Mobile Deposit Account owned by both of you.

**Receipt of Deposit.** All Images processed for deposit through Mobile Deposit will be treated as "deposits" under the Account Agreement and this Agreement. When we receive an Image, we will attempt to confirm receipt via a confirmation email to you if you have elected this option and provided us with your email address when you make the deposit. We shall not be deemed to have received the Image

for deposit until we have confirmed receipt. Confirmation does not mean that the Image contains no errors. Notwithstanding the fact that we have accepted a Mobile Deposit for processing, any credit made to your Mobile Deposit Account shall be provisional, and you shall remain liable to us for any errors, inaccuracies, breach of warranties, and any other loss sustained by, or claim made against us.

We shall have no liability to you for the rejection of a Mobile Deposit or the Images or other information contained therein or for our failure to notify you of such rejection. We are not responsible for any Image that we do not receive. Following receipt, we may process the Image by preparing a "substitute check" or clearing the item as an Image.

We reserve the right, in our sole and absolute discretion, to reject any Image for remote deposit into your Mobile Deposit Account. We will notify you of rejected Images by phone, email or other means.

**Retention of Checks.** After you receive confirmation that we have received an Image, we recommend you securely store the Item for five (5) calendar days from the date of Image transmission. Upon our request from time to time, you will deliver to us the requested Check in your possession. If not provided in a timely manner, such amount will be reversed from your Mobile Deposit Account. Promptly after such period expires, you must destroy the Check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of a Check, the Image will be the sole evidence of the Check. We recommend destroying each Item of which you have transmitted an Image after 14 days.

You agree that you will never deposit the Check or present the Check to us or anyone else for payment. You understand that you are responsible if anyone is asked to make a payment based on a Check that has already been paid.

**Returned Deposits.** Any credit to your Mobile Deposit Account for Checks deposited using Mobile Deposit is Provisional. As used herein, "Provisional" means that the credit is made to your Mobile Deposit Account subject to final payment of the Checks and subject to the terms of the Account Agreement. If Checks deposited through Mobile Deposit are dishonored, rejected, or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the Image, you agree that a Check will not be returned to you, but that we may charge back the amount of the Check and provide you with an Image of the Check, a paper reproduction of the Check or a substitute check. You will reimburse us for all loss, cost, damage, or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate a Check if it has been charged back to you.

We may debit any of your Accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment, or warranty claim was made timely.

**Your Warranties.** You make the following warranties and representations with respect to each Image:

- Each Image is a true and accurate rendition of the front and back of the Check, without any alteration, and the drawer of the Check has no defense against payment of the Check.
- The amount, payee(s), signature(s), and endorsement(s) on the Image and on the Check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the Check, and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Check or a paper or electronic representation of the Check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate Images of the Check.
- The Check was authorized by the drawer in the amount stated on the Check and to the payee(s) stated on the Check.
- You are authorized to enforce and obtain payment of the Check.
- You have possession of the Check and no party will submit the Check for payment.

With respect to each Image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation, or clearinghouse rule. You agree that files and Images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

**Compliance with Law.** You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules, and regulations. You agree to comply with all existing and future operating procedures used by the Bank for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars, and pronouncements affecting Checks and items, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and any clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. These procedures, rules, and regulations (collectively the "Rules") and laws are incorporated herein by reference. In the event of conflict between the terms of this section and the Rules, the Rules will control.

**Mobile Deposit Unavailability.** Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider, and Internet software. In the event that Mobile Deposit is unavailable, you may deposit Original Checks at our branches, at Bank of Washington ATMs, or by mailing the Check to us.

You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature you sustain as the result of your inability to use the Mobile Deposit.

**Funds Availability.** The cut-off time applicable to Mobile Deposit is Monday through Friday at 5:00 p.m. Central Time (CT). Mobile Deposits confirmed as received before 5:00 p.m. CT on Monday through Friday will be considered deposited on that day. Mobile Deposits confirmed as received after 5:00 p.m. CT, and deposits confirmed received on a Saturday, Sunday, or holiday at any time, will be considered deposited on the next Business Day as defined in the Account Agreement. Funds from Mobile Deposits will generally be available to you in accordance with our standard [Funds Availability Policy](#). Bank of Washington may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as the Bank, in its sole discretion, deems relevant.

**Mobile Deposit Security.** You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your Mobile Device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. By using Mobile Deposit, you accept the risk that an item deposited through Mobile Deposit will be intercepted or misdirected during transmission. The Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such transmission errors. You will notify us immediately by telephone at (636) 239-7831 between the hours of 8:30 a.m. and 7:00 p.m., Monday through Friday, if you learn of any loss or theft of Checks. You will ensure the safety and integrity of Checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this section.

**Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity, and integrity of the Image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect, or illegible Images to us, or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect, or otherwise improper or unusable Images to us.

You agree to notify us of any suspected errors regarding items deposited through Mobile Deposit right away, and in no event later than 60 days after the applicable Account statement is sent or otherwise made available. Unless you notify us within 60 days, such statement regarding all deposits made through Mobile Deposit shall be deemed correct, and you are precluded from bringing a claim against the Bank for such alleged error.

**Your Indemnification Obligation.** You understand and agree that you are required to indemnify us and hold us harmless, including our affiliates, officers, employees, and agents, against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of Mobile Deposit and/or breach of this section. You understand and agree that this paragraph shall survive the termination of this Agreement.

You also understand and agree that you are required to indemnify our technology partners or Processor, and hold harmless our Processor from and against any third party claims, suits, proceedings, actions, or demands, including claims of another financial institution, business entity, or governmental authority, and all losses, liabilities, damages, fines, penalties, costs, and expenses, including court costs and reasonable attorneys' fees and expenses, arising from such claims, to the extent such claim is related to the Bank or your use of Mobile Deposit, our Processor's applications, unless such claim directly results from an action or omission made by our Processor in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

**Cooperation with Investigation.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through Mobile Deposit in your possession and your records relating to such items and transmissions.

**Suspension and Termination.** In addition to any other provision in this Agreement or the Account Agreement on the subject, the Bank may, in its sole discretion and without prior notice to you unless otherwise required by Applicable Law, elect to suspend or terminate your use of Mobile Deposit (i) if you or we close the Account(s) established in connection with Mobile Deposit, (ii) if we reasonably suspect that you have engaged in fraud or other abuse with regard to Mobile Deposit, (iii) in the event of a material breach in the performance or observance of any term, or breach of any representation or warranty, by you, (iv) if we believe immediate action is

required for the security of your or the Bank's funds, or (vi) if we reasonably believe that the continued provision of Mobile Deposit would violate federal, state or local laws or regulations, or would subject Bank to unacceptable risk of loss. Notwithstanding any termination, this section and the Agreement shall remain in full force and effect with respect to all transactions initiated prior to such termination.

**Ownership and License.** You agree that the Bank and/or its service provider(s) retain all ownership and proprietary rights in Mobile Deposit, associated content, technology, and website(s). Your use of Mobile Deposit is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, your breach of this section or the Agreement immediately terminates your right to use Mobile Deposit. Without limiting the restriction of the foregoing, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble, or decompile the technology or Mobile Deposit; copy or reproduce all or any part of the technology or Mobile Deposit; or interfere, or attempt to interfere, with the technology or Mobile Deposit. We and our technology partners or Processor retain all rights, title, and interests in and to Mobile Deposit, software, and developments made available to you.

## **DISCLAIMER OF WARRANTIES**

YOU AGREE THAT YOUR USE OF MOBILE DEPOSIT AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF MOBILE DEPOSIT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT MOBILE DEPOSIT WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN MOBILE DEPOSIT OR TECHNOLOGY WILL BE CORRECTED.

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## **STOP PAYMENT**

You may use Digital Banking to initiate an electronic stop payment request for any check written on your Accounts. You agree to provide all required information relating to stop payment requests. If you fail to provide us with complete information or if the information you provide is incorrect, you agree that we shall not be responsible for any failure to stop payment on such item. You understand that if the stop payment request comes too late for us to have a reasonable time to act on it prior to paying, settling for, posting or becoming accountable for the check described in the request, then your stop payment request shall be of no effect. You agree not to make a claim against us if the check is paid through inadvertence, accident, oversight, or if we are required to pay such check by a holder in due course or if by reason of such payment, other items drawn on your Account(s) are returned insufficient. You agree to indemnify and hold us harmless from and against any and all losses, damages, and expenses, including court costs and attorney's fees, incurred by us due to our refusal of payment of any check or other item in accordance with your instructions.

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## **PROCESSING CUT-OFF TIMES**

Except as otherwise provided in this Agreement, any Internal Transfers submitted by you before 7:00 p.m. on a business day are posted to the account the same day. External Transfers sent by you after 12:00 a.m. CT are considered part of the next Business Day. Bill Payment requests submitted after 9:00 p.m. CT are considered part of the next Business Day. We reserve the right to change these cut-off times. You will receive notice if they change in accordance with Applicable Law. For a detailed list of cut-off times, please refer to [our website](#).

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## **ADDITIONAL DISCLOSURES REGARDING ELECTRONIC FUNDS TRANSFERS (EFT)**

### **ACCOUNT STATEMENTS**

We report your Digital Banking transactions on the periodic statements for your Account(s). You agree to review your periodic statement promptly after you receive it, or it is made available to you through Digital Banking in accordance with this Agreement and the terms of your Account Agreement. You also agree to tell us promptly about any change in your address so that we may send your periodic statement(s) and communications to your correct address. Certain Deposit Accounts, including but not limited to Savings Accounts, Money Market Deposit Accounts, CDs, and IRAs, will receive a quarterly statement if there is no EFT activity.

A copy of any documentation provided to you that indicates that an EFT was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

## **UNAUTHORIZED DIGITAL BANKING TRANSACTIONS FROM YOUR DEPOSIT ACCOUNT(S)**

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this Agreement as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. Also, if your statement for a consumer account shows transfers covered by this agreement that you did not make or authorize, tell us at once. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods. The best way to minimize your loss is to call us IMMEDIATELY.

If you tell us orally, we may require that you send us your question in writing within 10 business days.

For Consumers Only – We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after you contact us and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involves a new account, a point-of-sale transaction, or a foreign initiated transfer) to investigate. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. We will tell you the results within three (3) business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

When you give someone your Login ID or password, you are authorizing that person to use your Service, and you are responsible for all Digital Banking transactions the person performs using your Service. All transactions that person performs, even transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then transactions that person performs after the time you notify us are considered unauthorized, so long as we have had a reasonable opportunity to act on your notice. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. For your protection, you should sign-off after every Digital Banking session and close your browser to ensure confidentiality. Tell us AT ONCE if you believe your Login ID or password has been stolen or compromised or if someone has transferred or may transfer money from your Account without your permission.

## **DISCLOSURE OF DEPOSIT ACCOUNT INFORMATION TO THIRD PARTIES**

We will disclose information to third parties about your Deposit Account and/or the Digital Banking transactions you make:

1. Where it is necessary for the completion of a Digital Banking transaction or to resolve errors;
2. For verification of the existence and condition of your Deposit Account for a third party, such as a credit bureau or merchant;
3. In order to comply with a government agency or court order or lawful subpoena;
4. If you give us your written permission, which will expire after forty-five (45) days;
5. To our employees, auditors, attorneys and collection agencies in the course of their regular duties; or
6. In accordance with our [Privacy Policy](#).

## **RIGHT TO GET DOCUMENTATION OF EFTS**

You will get a monthly statement covering the EFT transactions that you conduct on your Deposit Account (unless there are no EFTs in a particular month, in any case you will get a statement at least quarterly). You agree to review your monthly statement promptly after you receive it in accordance with this Agreement and your Account Agreement. You also agree to tell us promptly about any change in your address, so that we may send your monthly statements to your correct address. Certain Deposit Accounts, including but not limited to Savings Accounts, Money Market Deposit Accounts, CDs, and IRAs, will receive a quarterly statement if there is no EFT activity.

A copy of any documentation provided to you that indicates that an EFT transaction was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

## **STOP PAYMENT OF PRAUTHORIZED EFTS**

If you have told us in advance to make regular, preauthorized EFTs from your Deposit Account(s), you can stop any of these payments. Call or write to us at the phone number and/or address provided in this Agreement.

In order to stop payment on preauthorized EFTs, we must be notified at least three (3) Business Days prior to the regularly scheduled EFT date. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We may charge you a fee (as provided in our Schedule of Fees) for each stop payment order that you give.

#### **LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED EFTS FROM YOUR DEPOSIT ACCOUNTS**

If you order us to stop one of these payments from your Deposit Account(s) three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages, subject to the limitations set forth in your Account Agreements and elsewhere in this Agreement.

#### **OUR LIABILITY IF WE FAIL TO MAKE CERTAIN EFTS FROM YOUR DEPOSIT ACCOUNTS**

If we do not complete an EFT to or from your Deposit Account on time or in the correct amount according to our agreement with you, we will be liable only for your losses or damages. However, there are some exceptions to our liability to you. We will NOT be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your Deposit Account(s) to make the transfer.
2. If the transfer would go over the credit limit on any overdraft line of credit associated with your Deposit Account.
3. If the Service was not working properly and you knew about the breakdown when you started the Digital Banking Transaction.
4. If circumstances beyond our control prevent us from making a transfer or payment, despite reasonable precautions that we have taken (such circumstances include Internet or wireless telecommunication outages or interruptions, postal strikes, delays caused by payees, fires, and floods).
5. If you do not give proper, complete, or correct transfer instructions, or you do not follow the procedures in this or any other Account Agreements with us for requesting such services.
6. If your User ID and/or password has been reported lost or stolen, or we have canceled your User ID and/or password, or the Service.
7. If we have reason to believe that you or someone else is using the Service for fraudulent or illegal purposes.
8. If the funds in your Deposit Account are subject to legal process or other encumbrances restricting their transfer.
9. There may be other exceptions and limitations stated in this Agreement and in our Account Agreements with you.

#### **IN CASE OF ERRORS OR QUESTIONS ABOUT DIGITAL BANKING TRANSACTIONS FROM YOUR DEPOSIT ACCOUNTS**

Telephone us and/or write us at the phone number and address listed in this Agreement as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and Deposit Account number (if any).
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Deposit Account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Deposit Account.

For errors involving new Deposit Accounts or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Deposit Accounts, we may take up to twenty (20) Business Days to credit your Deposit Account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### **ELECTRONIC FUND TRANSFERS (EFTS) GENERALLY**

Your use of Digital Banking, including the Mobile Banking Service, are subject to the Electronic Fund Transfer Act. In addition to the foregoing, please see the Electronic Fund Transfers Disclosure section of your Account Agreement or otherwise received when you opened your Deposit Account(s), which also discloses important information concerning your rights and obligations for EFTs.



## LIMITED LIABILITY

Except as otherwise expressly provided in this Agreement or required under Applicable Law, unless we acted in bad faith, we are not liable to you for delays, errors, or Losses that occur with respect to your use of the Service because of our performance (or failure to perform) under this Agreement. In addition to that limitation, we are also not liable to you for mistakes or delays with respect to your use of the Service that are caused by circumstances beyond our control, such as acts of civil, military or banking authorities, national emergencies, insurrection, war, riots, acts of terrorism, failure of transportation, communication, or power supply, or malfunction of or unavoidable difficulties with our equipment. IN NO EVENT WILL YOU OR ANY PERSON ACTING ON YOUR BEHALF BE ABLE TO RECOVER FROM US ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

## INDEMNITY

You agree to indemnify and hold us, our shareholders, directors, officers, employees, and agents (and our affiliates and subsidiaries and the shareholders, directors, officers, employees, and agents of our affiliates and subsidiaries) harmless from and against any and all Losses claimed by or otherwise involving third parties and arising from or in connection with the Service provided under this Agreement, except for Losses due to our own gross negligence or willful misconduct. Additionally, you further agree to hold us, and our shareholders, directors, officers, employees, and agents (and our affiliates and subsidiaries and the shareholders, directors, officers, employees, and agents of our affiliates and subsidiaries) harmless from Losses claimed by or otherwise involving third parties arising out of actions taken or omitted in good faith by us in reliance upon instructions from you, an authorized signer/convenience signer or fiduciary, or any person acting on your behalf. We are not responsible for any actions or omissions by any third party that is not a Third Party as described below in General Provisions for Consumers of this Agreement or is not otherwise under our direct control.

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## GENERAL PROVISIONS FOR CONSUMERS

This portion of the Agreement applies to Consumers and describes the general terms and conditions applicable to all use of Digital Banking.

## COMPLIANCE

You and we agree to comply with (i) the Account Agreements, and (ii) all Applicable Laws, regulations, rules and orders, including without limitation all applicable National Automated Clearing House Association ("NACHA") rules, regulations, and policies, the Uniform Commercial Code ("UCC"), the U.S. Department of the Treasury's Office of Foreign Asset Control ("OFAC") requirements, and all applicable laws, regulations, and orders administered by the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN").

## CUSTOMER IDENTIFICATION PROGRAM

You agree to provide to us, before we begin providing any part of Digital Banking services to you, any and all information required to comply with Applicable Law and our policies and procedures relating to customer identification.

## TRANSACTION LIMITS

You will, upon request by us from time to time, provide us with such financial information and statements and such other documentation as we reasonably determine to be necessary or appropriate showing your financial condition, as applicable, to enable us to evaluate our exposure or risk and establish any transaction limits that may apply for your use of Digital Banking services. Any limits established by us hereunder shall be made in our sole discretion and shall be communicated promptly to you.

In the event that providing Digital Banking services to you results in unacceptable credit exposure or other risk to us or will cause us to violate any law, regulation, rule, or order to which we are subject, we may, in our sole and exclusive discretion, without prior notice or as otherwise required by Applicable Law, further limit your transaction volume or dollar amount and refuse to execute transactions that exceed any such limit, or we may terminate any or all of Digital Banking services then being provided to you.

## OVERDRAFTS; SET-OFF

We may, but shall not be obligated to, complete any transaction in connection with providing Digital Banking services if there are insufficient Available Funds in your Account(s) to complete the transaction. The honoring of one or more of your overdrafts, however, does not obligate us to honor any future overdrafts. If you have Overdraft Protection feature with your Deposit Account, any check or debit that overdraws such Deposit Account will be honored up to your available credit limit. In the event any actions by you result in an overdraft in any of your Accounts, including but not limited to your failure to maintain sufficient balances in any of your Accounts, you shall be responsible for repaying the overdraft and any fee associated therewith immediately and without notice or demand, except as

otherwise required by Applicable Law. Except to the extent prohibited or limited by Applicable Law, we have the right, in addition to all other rights and remedies available to us, to set-off the unpaid balance of any amount owed us in connection with Digital Banking services against any debt owing to you by us, including, without limitation, any obligation under a repurchase agreement or any funds held at any time by us, whether collected or in the process of collection, or in any other Account maintained by you at or evidenced by any certificate of deposit issued by us. If any of your Accounts become overdrawn, under-funded or for any reason contain a negative balance, then we shall have the right of set-off against all of your Accounts and other property or deposit Accounts maintained with us, and we shall have the right to enforce our interests in collateral held by us to secure your debts to us arising from notes or other indebtedness now or hereafter owing or existing under this Agreement, whether or not matured or liquidated, except to the extent prohibited or limited by Applicable Law.

### **COMPUTER REQUIREMENTS**

To use Digital Banking, you will need to provide, at your own expense, a computer or other Internet access device, software and necessary telephone lines, Internet, or other connections and equipment as needed to access the Service (collectively referred to here as the "Computer"). You are responsible for the installation, maintenance and operation of the Computer. Your Internet or other web browser software must support a minimum 128-bit SSL encryption or other security measures as we may specify from time to time. We are not responsible for any errors or failures caused by any malfunction of the Computer, and we are not responsible for any virus or related problems that may be associated with the use of the Service, the Computer or other Internet access, including but not limited to any virus, trojan horse, worm, keystroke logger, rootkit, spyware, dishonest adware, crimeware, and other malicious and unwanted software or related problems that may be associated with access to or use of the Service or the Computer. We recommend that you routinely scan the Computer using reliable virus protection products, and to remove any viruses found using such products. You are responsible for all Internet service provider, telephone and other similar charges incurred in connecting to the Service. From time to time, we may require that you upgrade or install software to the Computer to ensure the proper operation of the Service. You agree to promptly load any such upgrades or additional installations upon our notice to you.

### **OUR THIRD PARTIES**

You acknowledge that certain third parties, agents, or independent service providers (hereinafter "Third Parties") may, from time to time, provide services ("Third Party Services") to us in connection with our provision of the Service to you and that, accordingly, our ability to provide the Service hereunder may be contingent upon the continuing availability of certain services from such Third Parties. Third Party Services may involve the processing and/or transmission of your data, instructions (oral or written) and funds. You agree that we may disclose your financial information to such Third Parties (i) where it is necessary to provide the Service requested; (ii) in order to comply with laws, government agency rules or orders, court orders, subpoenas, or other legal process or in order to give information to any government agency or official having legal authority to request such information; (iii) when you give your written permission; or (iv) where otherwise required or permitted by Applicable Law.

We will be responsible for the acts and omissions of our Third Parties in the same manner as if we had performed that portion of the Service ourselves, and no claim may be brought by you against such Third Parties. Notwithstanding the foregoing, any claims against us (with respect to the acts or omissions of our Third Parties) or our Third Parties shall be subject to the limitations of liability set forth in this Agreement to the same extent as if we had performed that portion of the Service ourselves. We will not be deemed to be the agent of or responsible for the acts or omissions of any person (other than our Third Parties), however, and no such person shall be deemed our agent.

### **YOUR RIGHT TO TERMINATE**

You may cancel or terminate your use of Digital Banking at any time by contacting us. Your access to Digital Banking will be suspended within three (3) Business Days of our receipt of your instructions to cancel Digital Banking services. You will remain responsible for all outstanding fees and charges incurred through the date of cancellation. This cancellation applies only to your access to Digital Banking Services and does not terminate your Account(s).

### **OUR RIGHT TO TERMINATE**

We reserve the right to terminate or suspend your use of Digital Banking or any feature of Digital Banking services for any reason, at any time. We will provide you with notice of such termination to the extent required by Applicable Law.

### **CHANGE IN TERMS**

We may change the terms governing your use of Digital Banking, including the terms of this Agreement or the fees and charges associated with Digital Banking services and/or any policy or procedure affecting your use of Digital Banking services, at any time. We will provide you with notice of such changes when and as required by Applicable Law. All changes will be effective upon the date

provided in the notice. However, if the change is in your favor (such as the termination or reduction of a fee), we may provide you notice of the change after it is effective. We will post any required notice of the change in terms for Digital Banking on our website or forward it to you by email or by postal mail, or as otherwise required by Applicable Law. Your continued use of any or all of the subject Digital Banking service(s) indicates your acceptance of the change in terms. We reserve the right to waive, reduce, or reserve charges or fees in individual situations. You acknowledge and agree that the applicable Account Agreement and any associated disclosures govern changes to fees applicable to specific Accounts, including changes to those fees set forth in the [Schedule of Fees](#).

#### **ELECTRONIC MAIL**

Because normal Internet email transmissions may not be secure, you agree to log in to Digital Banking services and contact us electronically only through any secure messaging service that we may make available to you for any inquiries or requests that you may have regarding your Accounts. We cannot otherwise act on instructions sent by you from an external email address except through the secure messaging service that we make available to you through Digital Banking services.

We will not immediately receive email that you send. Therefore, you should not rely on email if you need to communicate with us immediately (for example, to report a lost or stolen ATM or debit card and/or password, to report an unauthorized transaction from one of your Deposit Accounts, or to report an error on your statement). We will not take actions based on your email requests until we actually receive your message and have a reasonable opportunity to act.

#### **HYPERLINKS TO OTHER SITES**

We or our Third Parties may elect to display one or more hyperlinks on Digital Banking website from time to time. A hyperlink is any highlighted words or phrases in a document that allow you to click through to another section of the same document or to another document on the Internet. A hyperlink may allow you to click through to a third-party website over which we have no control. We specifically disclaim any responsibility for the content, products, and services provided at linked third party websites. We are not liable for any failure of the products or services advertised on third party websites. You should be aware that third party websites may have privacy policies that differ from our privacy policy; it is your responsibility to review privacy policies at the linked third-party websites to determine whether those policies are acceptable to you. The linked third-party websites may provide less security than our website.

#### **NO WARRANTIES**

EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, AND THE SERVICE IS PROVIDED "AS IS." WE AND OUR SERVICE PROVIDERS AND AGENTS DO NOT MAKE AND EXPRESSLY DISCLAIM ANY WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, WITHOUT BREACHES OF SECURITY OR WITHOUT DELAYS. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE LIABILITY OF US AND OUR SERVICE PROVIDERS AND AGENTS IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW.

#### **ADDITIONAL LIMITS ON LIABILITY**

Except to the extent required or provided in this Agreement or by Applicable Law, or as otherwise expressly provided in this Agreement, we shall not be liable for any Losses caused by any act or omission of any third party; for any charges imposed by any third party; or for any Losses caused by any failure of the hardware or software utilized by a third party to provide Digital Banking services to you.

We shall not be liable or responsible for damages incurred as a result of data supplied by you that is inaccurate, incomplete, not current, or lost in transmission. It is understood that we assume no liability or responsibility for the inaccuracy, incompleteness, or incorrectness of data as a result of such data having been supplied by you through data transmission.

We are not liable for failing to act sooner than required by this Agreement or Applicable Law. We also have no liability for failing to take action if we had discretion not to act.

We shall not be responsible for your acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal, or due authorization of any entry, funds transfer order or other instruction received from you) or the acts or omissions of any other person, including, without limitation, any Automated Clearing House processor, any Federal Reserve Bank, any financial institution or bank, any transmission or communication facility, any receiver or receiving depository financial institution, including, without limitation, the return of an entry or rejection of a funds transfer order by such receiver or receiving depository financial institutions, and no such person shall be deemed our agent. We shall be excused from failing to transmit or delay in transmitting an entry or funds transfer order if such transmittal would result in our having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of

any other U.S. governmental regulatory authority. In no event shall we be liable for any damages resulting from our action or inaction which is consistent with regulations issued by the Board of Governors of the Federal Reserve System, operating circulars issued by a Federal Reserve Bank or general banking customs and usage. To the extent required by applicable laws, we will compensate you for loss of interest on funds as a direct result of our failure to comply with such laws in executing electronic transfers of funds, if such failure was within our control.

#### **VIRUS PROTECTION**

Neither we nor our Third Parties are responsible for any electronic virus that you may encounter using Digital Banking, including but not limited to the Bill Payment Service and eStatements. You are encouraged to routinely scan your Computer and files using reliable virus protection products to detect and remove viruses. If undetected and un-repaired, a virus can corrupt and destroy your programs, files, and hardware.

#### **YOUR INSTRUCTIONS**

In our sole discretion, we may follow your instructions concerning your use of the Digital Banking services, whether such instructions are provided by you in writing, electronically, orally (including our recording of your oral instructions), or by other means, and we may do so without any liability to you. We reserve the right to refuse to follow any instructions that you give us that we believe may expose us to potential liability. We will not have any liability to you if we do not follow your instructions in these situations. If, however, we decide to follow your instructions in these situations, we reserve the right to ask you for certain protections such as a surety bond or an indemnity agreement in a form that is satisfactory to us.

#### **DISCLOSURE OF INFORMATION**

We respect your right of privacy. Information about your Account or any transactions between you and us will not be disclosed to third parties except in accordance with this Agreement, Applicable Law and our Privacy Policy.

#### **NOTICES**

Any notice that you give to us is effective only when we actually receive it. You authorize us to, and you agree that we may, except to the extent prohibited or limited by Applicable Law, send any notice or communication that we are required or permitted to give to you under this Agreement, including but not limited to notice of any change to Digital Banking or this Agreement, to your mailing address or your email address as it appears on our records or electronically by posting the notice on Digital Banking website, on an Account statement or via facsimile and that any such notice or communication will be effective and deemed delivered when provided to you in such a manner. You agree to notify us promptly about any change in your mailing or email address and acknowledge and agree that no such change will be effective until we have had a reasonable opportunity to act upon such notice. You agree that we may consider any such notice or communication as being given to all Account owners when such notice or communication is given to any one Account owner.

#### **ENTIRE AGREEMENT; INTEGRATION**

We and you acknowledge and agree that this Agreement and any amendments hereto, and all other documents incorporated by reference therein, constitute the complete and exclusive statement of the agreement between you and us with respect to Digital Banking services and supersede any prior oral or written understandings, representations, and agreements between the parties relating to Digital Banking.

Notwithstanding the foregoing, this Agreement is in addition to any other agreements and disclosures between you and us. Provisions in our other agreements and disclosures, including the Account Agreement applicable to your Account(s), may be revised from time to time and remain effective for all other aspects of the Accounts involved. If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and us, this Agreement will control on issues related to Digital Banking and related services, including but not limited to the Bill Payment Service and eStatements. However, as a Consumer, the Electronic Fund Transfers Disclosure Statement included in your Account Agreement or otherwise received when you opened your Account (as the same may be amended from time to time) will control.

#### **SEVERABILITY**

If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of this Agreement shall continue intact. In the event that any statute, regulation, or government policy to which we are subject and that governs or affects the transactions contemplated by this Agreement would invalidate or modify any portion of this Agreement, then this Agreement or any part thereof shall be deemed amended to the extent necessary to comply with

such statute, regulation, or policy, and we shall incur no liability to you as a result of our compliance with such statute, regulation, or policy.

#### **ASSIGNMENT AND DELEGATION**

We may assign any of our rights or delegate any of our responsibilities in whole or in part without notice to or consent from you. You may not assign, delegate, or otherwise transfer your rights or responsibilities under this Agreement without our prior written consent, which consent we may grant or withhold in our sole discretion.

#### **SUCCESSORS**

This Agreement shall be binding upon and inure to the benefit of the parties and the parties' successors and permitted assigns.

#### **NON-WAIVER**

No deviation from any of the terms and conditions set forth or incorporated in this Agreement shall constitute a waiver of any right or duty of either party, and the failure of either party to exercise any of its rights hereunder on any occasion shall not be deemed to be a waiver of such rights on any future occasion.

#### **GOVERNING LAW**

Any claim, controversy, or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with federal law and, to the extent not preempted or inconsistent therewith, by the laws of the State of Missouri.

#### **ATTORNEYS' FEES**

If any action is brought by either party against the other regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any relief granted, reasonable attorneys' fees, costs of court, expert witness fees, and other expenses of action.

#### **BENEFICIARIES**

This Agreement is for the benefit only of the undersigned or otherwise designated parties hereto and is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person.

#### **RECORDING OF COMMUNICATIONS**

Except as otherwise required by Applicable Law, you and we agree that all telephone conversations or data transmissions between us or our respective agents made in connection with this Agreement may be recorded and retained by either party by use of any reasonable means.

#### **RELATIONSHIP**

You and we are not, and your and our licensors are not, partners, joint ventures, or agents of each other as a result of this Agreement.

#### **HEADINGS AND CAPTIONS; INTERPRETATION**

The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof. The words "include" and "including" shall be interpreted as meaning "include without limitation" or "including without limitation."

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### **SPECIAL PROVISIONS FOR BUSINESSES**

This portion of the Agreement applies to Business Entities or Individuals Performing Transactions from Business Accounts.

#### **COMPANY REPRESENTATIVE IF YOU ARE A BUSINESS ENTITY**

If you are a corporation, partnership, limited liability company, association, or some other form of business entity, we will issue one set of access codes to a company representative. It is your responsibility to ensure that access codes are provided only to persons you authorize. You represent to us that each company representative and anyone else using your access codes has general authority from your company to give us instructions to perform transactions using our Digital Banking and Mobile Banking.

Each person using your access codes will have the ability to:

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1. Make transfers from qualifying accounts, regardless of the dollar amount of the transaction.
2. Make transfers regardless of whether he/she is otherwise an authorized signer or an obligor on any accounts that are accessed.
3. Obtain information that we make available about qualifying accounts.
4. Obtain other services or perform other transactions that we authorize or allow.
5. Allow anyone else to use those access codes to make transfers or obtain information or other services.

#### **YOUR LIABILITY FOR TRANSACTIONS FROM BUSINESS ACCOUNTS**

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you or a company representative has given someone your access codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. You can terminate granted access codes yourself. You may call a branch representative for assistance with terminating an authorized user or company representative. We may have to change your access codes or take additional steps to prevent further access by such person.

Our system supporting our Digital Banking service is designed so that it may be operated only upon entry of valid access codes. Since we condition access upon entry of valid access codes, we will accept instructions for transfers or other transactions from any person using valid access codes.

This is so even if the person obtaining access:

1. Is not a company representative.
2. Exceeds your authority or that granted by any company representative.
3. Does not have your authority.
4. Has had his/her authority changed or revoked.
5. Is an imposter or thief.

You agree to be bound by all transactions from any business account for which valid access codes were used. You authorize us to treat any instructions we receive using valid access codes as if the instructions had been made in writing and signed by the appropriate company representative. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our Digital Banking service.

Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the access codes that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can keep your losses down.

You agree to promptly examine all account statements and any confirmations of transfers which we or other financial Institutions may send or make available to you, and to promptly notify us of any discrepancy or error within 30 days of receipt of any such statement or confirmation.

#### **LIMITATIONS ON OUR LIABILITY IN CONNECTION WITH BUSINESS ACCOUNTS**

We will make every reasonable effort to provide full performance of our Digital Banking system, and on a timely basis to resolve disputes that may arise. We will only be responsible for acting on instructions that we actually receive. We cannot assume responsibility for any malfunctions or capacity reductions or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control. We are not responsible or liable to you for any loss, damage or injury caused by our Digital Banking system. Neither will we be liable for any consequential, incidental, special, indirect, or punitive loss or damage, including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us.

**WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES WE PROVIDE YOU UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**  
**OTHER SERVICES**

We may provide you other services through our Digital Banking platform which are not covered under this agreement. These services will have a separate agreement with specific terms and conditions.

## SECURITY PROCEDURES

By entering into this agreement and using our Digital Banking service to perform transactions from business accounts, you agree to comply with all of our present and future security procedures with respect to transactions and services covered by this agreement. This includes, but is not limited to, protection of access codes and other personal and business information. Our security procedures are contained in this agreement and in other written procedures we may provide to you.

You acknowledge receiving a copy in writing of our current security procedures in this agreement and other documents we may provide to you. You agree that our current security procedures are commercially reasonable in the context of your business operations. We may at any time change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no access codes are used by or accessible to anyone other than persons you have authorized.

Notwithstanding any security procedure which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

## INDEMNIFICATION

If you are a business entity or an individual performing transactions from a business account, you agree to indemnify us and hold us harmless from and against any and all claims, demands, expenses (including but not limited to reasonable attorney fees and costs), losses or damages claimed by any third parties (including but not limited to any company representatives or other persons authorized to perform transactions) arising out of (i) any transactions or attempted transactions covered by this agreement from a business account or (ii) your breach of this agreement.

END OF SPECIAL PROVISIONS THAT APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS

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## DEFINITIONS

Certain terms used in this Agreement are defined in the portion of this Agreement where they are used. The following terms are also used throughout this Agreement and have the meanings indicated below, unless otherwise specified in a particular section of this Agreement:

**Account(s)** means any Deposit Account(s) and/or Credit Account(s) that you may have with us.

**Account Agreement(s)** means the terms and conditions of any Credit Account Agreements, Personal Deposit Account Agreements and Business Deposit Account Agreements and [Schedule of Fees](#), and any other agreements, security instruments, disclosures, or other documents regarding your Credit Accounts and/or Deposit Accounts that you may have with us, each as may be amended from time to time. Information regarding the balance requirements and interest that may be earned on interest-bearing deposit account(s) may be found in your Account Agreements and related disclosures.

**Agreement** means all terms and conditions defined in this Digital Banking Access Agreement.

**Applicable Law** means federal laws and regulations and, to the extent not preempted by federal law, the laws of the State of Missouri.

**Available Funds** means the balance in a Deposit Account, which includes collected funds on deposit plus any overdraft credit line balance associated with the Deposit Account.

**Bill Payment Service** means the digital/online bill payment service offered by Bank of Washington and any associated Service Provider as described in Part I of this Agreement.

**Business Day** means every Monday through Friday, excluding Bank holidays. Saturday and Sunday are not Business Days for purposes of this Agreement, even if Bank of Washington is open for any business on such days.

**Computer** means your computer or other Internet access device, any software, and the related equipment.

**Consumer** means a natural person that uses Digital Banking for personal, family, or household purposes.

**Credit Account(s)** means any line of credit, loan, mortgage, or other applicable open-end or closed-end credit that you maintain with us.

**Credit Account Agreement(s)** means collectively and as applicable, except as otherwise indicated in this Agreement, the promissory notes, credit agreements, mortgages, and any other documents, disclosures, or agreements that you execute or otherwise agree to that establish your rights and responsibilities under, and otherwise provide the terms and conditions of, your Credit Accounts with us.

**Cut-Off Time** means, for purposes of the Bill Payment Service, the time of day that Payments to be processed that day shall be processed, after which time the earliest possible Payment Date or Withdraw On Date and Due Date or Deliver By Date shall be calculated from the next Business Day.

**Deposit Account(s)** means any checking account, money market deposit account, savings account, certificate of deposit, or other eligible deposit account you may have with us.

**Digital Banking** or **Digital Banking Service** means the digital/online banking service available from Bank of Washington as described in this Agreement.

**Due Date** or **Deliver By Date** or **Delivery Date** means, for purposes of the Bill Payment Service, the Business Day on which you schedule the Payment to be delivered to your Payee, unless this date falls on a non-Business Day, in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date you determine to be most appropriate to deliver payment to your Payee, considering such factors as the Payee-specified date payment due, grace period, late payment policy or late fee, and/or your knowledge of actual time required for the Payee to receive and process the payment and to credit your account with the Payee, and/or the urgency/criticality of payment delivery, as the case may be.

**Electronic Funds Transfer** (or **EFT**) are used as defined in the Electronic Funds Transfer Act and Consumer Financial Protection Bureau Regulation E to mean an electronic transfer of funds initiated by a computer or similar device to or from a consumer's Deposit Account, such as transfers through Digital Banking, including the Mobile Banking Service.

**Enrollment Form** means your digital consent or paper enrollment form accepted by us that designates Accounts that you wish to access using Digital Banking and such additional services, including the Bill Payment Service or eStatements Service that you request to use and we may approve from time to time.

**eStatements** means the Digital Banking service offered by Bank of Washington permitting you to view your current Account statements for your Accounts on a secure website as described in Part I of this Agreement.

**Funding Account** means, for purposes of the Bill Payment Service, the checking or similar Account designated by you and from which we may debit or otherwise collect the funds necessary to remit the Scheduled Payment to the corresponding Payee, per your instructions.

**Internal Transfers** means electronic transfers of funds between your eligible Accounts at Bank of Washington. "Losses" means any and all kinds of claims, fines, penalties, fees, costs, expenses, damages, and liabilities including (without limitation) attorneys' fees and litigation costs.

**Merchant** means, for purposes of the Bill Payment Service, any business Payee that you establish within the Bill Payment Service for whom the Service Provider has established a business relationship expressly for the purpose of remitting Payments from the Bill Payment Service.

**One-Time Payment** means, for purposes of the Bill Payment Service, a Scheduled Payment that results in a single payment delivered to the Payee per your instructions.

**Payee** means, for purposes of the Bill Payment Service, the individual, business or other entity to which you intend to send a payment through the Bill Payment Service and for which you accurately provide and maintain the appropriate or required information such as name, bill remittance/payment delivery address, phone number, account number, and account holder name; and to whom you authorize us to remit payments on your behalf through the Bill Payment Service.

**Payee List** means, for purposes of the Bill Payment Service, your personalized list of Payees maintained within the Bill Payment Service from which you may select a Payee to receive a scheduled Payment.



**Payment** means, for purposes of the Bill Payment Service, the specific single instance of a One-Time Payment or a specific instance of a Recurring Payment, as the case may be.

**Payment Amount** means, for purposes of the Bill Payment Service, the monetary figure you specify in a Scheduled Payment, including the regular amount and the final amount of a Recurring Payment series, that the Bill Payment Service shall remit to the Payee.

**Payment Date** or **Withdraw On Date** or **Withdrawal Date** means, for purposes of the Bill Payment Service, the Business Day on which you schedule the Payment to be debited from your Funding Account, unless this date falls on a non-Business Day, in which case it shall be the immediately following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date on which sufficient Available Funds must exist in the Funding Account.

**Privacy Policy** means our policy and disclosure regarding the personally identifiable information that we collect about you, and who we may share it with.

**Process Date** means, for the purposes of external transfers, the date that we originate transfer payments on your account. This is typically 1-2 business days prior to you receiving a credit or debit on your account at another financial institution.

**Recurring Payment** means, for purposes of the Bill Payment Service, a Scheduled Payment that results in a series of payments delivered to the Payee at regular intervals per your instructions and shall continue to do so until you cancel it or until the maximum number of payments and/or final payment date that you specified is reached.

**Schedule of Fees** means, at any given time, our current Rate and Fee Schedule applicable to the Deposit Account(s) opened by you and maintained with us, as well as those applicable to Digital Banking services.

**Scheduled Payment** means, for purposes of the Bill Payment Service, the payment instructions you establish within the Bill Payment Service in order to properly direct funds from the Funding Account that you designate to the Payee that you designate.

**Service Provider** means, for purposes of the Bill Payment Service, any third party with whom we have contracted from to time to provide the Bill Payment Service.