

# Seattle Bank Consumer Digital Banking Terms and Conditions

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Thank you for using Seattle Bank’s Digital Banking Platform combined with your mobile device and text messaging capabilities. Your mobile carrier’s Message & Data rates may apply. If you have questions, please contact customer service using a method below or visit [www.seattlebank.com](http://www.seattlebank.com).

**Telephone:** (888) 500-2265 during customer service hours  
**Email us at:** [mybank@seattlebank.com](mailto:mybank@seattlebank.com)  
**Write us at:** Seattle Bank – Customer Service  
600 University Street, Ste 1850  
Seattle, WA 98101

PLEASE CAREFULLY REVIEW THESE TERMS AND CONDITIONS BEFORE PROCEEDING:

## **BILL PAY, AND PICTURE PAY DIGITAL BANKING BILL PAY SERVICE FOR SEATTLE BANK TERMS AND CONDITIONS**

### Service Definitions

- a) 'Service' means the bill payment service offered by Bill Pay through Seattle Bank.
- b) 'Agreement' means these terms and conditions of the bill payment service.
- c) 'Biller' is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- d) 'Payment Instruction' is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Bill Image, Biller name, Biller account number, amount and Scheduled Payment Date).
- e) 'Payment Account' is the checking account from which bill payments will be debited.
- f) 'Billing Account' is the checking account from which all Service fees will be automatically debited. Bill Pay requires the “Payment Account” and “Billing

Account” be identical.

- g) 'Business Day' is every Monday through Friday, excluding Federal Reserve holidays.
- h) 'Scheduled Payment Date' is the day you want your Biller to receive your bill payment. If your payment is sent electronically, your account may be debited up to two days in advance of the Scheduled Payment Date, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
- i) 'Due Date' is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.
- j) 'Scheduled Payment' is a payment that has been scheduled through the Service but has not begun processing.

#### Payment Scheduling

- k) The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Please be mindful of any expedited payment options and any additional fees associated with these options before confirming your requests with the Service.

#### The Service Guarantee

- l) Due to circumstances beyond the control of the Service particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

#### Payment Authorization and Payment Remittance

- a) By providing the Service with images containing names and account information of

Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

- b) When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.
- c) The Service will use commercially reasonable efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:
  - i) If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
  - ii) The payment processing center is not working properly, and you know or have been advised by the Service about the malfunction before you execute the transaction;
  - iii) You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
    - i) Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.
- d) Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

## Payment Methods

- m) The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a draft payment (funds remitted to the Biller are deducted from your Payment Account when the draft is presented to your financial institution for payment).

## Payment Cancellation Requests

- n) You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

## Stop Payment Requests

- o) The Service's ability to process a stop payment request will depend on the payment method and whether a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service at (888) 500-2265. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable deposit account agreement.

## Prohibited Payments

- p) Payments to Billers outside of the United States or its territories through the Service are prohibited.

## Exception Payments

- q) Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.



## Exclusions of Warranties

- r) THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## Password and Security

- s) You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Bank at once by calling (888) 500-2265 during customer service hours (M-F: 9:00 AM – 5:00 PM excluding bank holidays).
- t) If you authorize anyone to use your password in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying Seattle Bank and changing your password immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your password is changed. If you fail to maintain or change the security of your password and Seattle Bank suffers a loss, we may terminate your electronic funds transfer and account services immediately

## Your Liability for Unauthorized Transfers

- u) If you notify us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not notify us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must notify us at once. If you do not notify us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you notified us in time. If a good reason (such as a long trip or a hospital stay) prevented you from notifying us, we may extend the 60-day period in our sole discretion.

## Errors and Questions

- v) In case of errors or questions about your transactions, you should notify us as soon as possible via one of the following:
  - w) **Telephone:** (888) 500-2265 during customer service hours
  - x) **Email us at:** [mybank@seattlebank.com](mailto:mybank@seattlebank.com)
  - y) **Write us at:** Seattle Bank – Customer Service  
600 University Street, Ste 1850  
Seattle, WA 98101
- z) If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was provided to you on which the problem or error appears. You must:
  - i) Tell us your name and Service account number;
  - ii) Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
  - iii) Tell us the dollar amount of the suspected error.
- aa) If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will communicate the results of our investigation within ten (10) Business Days after we hear from you and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

## Disclosure of Account Information to Third Parties

- bb) It is our general policy to treat your account information as confidential. However, we encourage you to review our Privacy Policy to understand more.
- cc) To view the Seattle Bank Privacy Policy, please go to:
- dd) Online Banking Privacy Policy: <https://www.seattlebank.com/home/privacy-policy.html>
- ee) Mobile Banking Online Privacy Policy: <https://www.seattlebank.com/home/mobile->

[privacy-policy.html](#)

#### Service Fees and Additional Charges

- ff) There are no fees associated with the standard use of the Service. However, there may be a charge for additional transactions and other optional services, most commonly for expedited payment options, if you choose to use specific services offered to you from time to time. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply.
- gg) You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

#### Failed or Returned Transactions

hh) In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

- i) You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
- ii) For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% of the monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
- iii) You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
- iv) You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
- v) The Service is authorized to report the facts concerning the return to any credit reporting agency.

#### Alterations and Amendments

- ii) This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will

constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete.

- jj) Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

#### Address or Banking Changes

- kk) It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the online banking application's change of address form or by contacting Customer Service. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

#### Service Termination, Cancellation, or Suspension

- ll) In the event you wish to cancel the Service, you may contact customer service via one of the following:

**Telephone:** (888) 500-2265 during customer service hours

**Email us at:** [mybank@seattlebank.com](mailto:mybank@seattlebank.com)

**Write us at:** Seattle Bank – Customer Service  
600 University Street, Ste 1850  
Seattle, WA 98101

- mm) Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

#### Biller Limitation

- nn) The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

## Returned Payments

oo) In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Return Address for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. In the case of paper payments (physical checks), the Return Address is the address you have provided to Seattle Bank. If you feel you need to verify this address, please contact Seattle Bank at **(888) 500-2265**. You may receive notification from the Service.

## Information Authorization

pp) Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

## Disputes

qq) In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

## Assignment

rr) You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

## No Waiver

ss) The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## Captions

tt) The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

## Governing Law

uu) This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

## SEATTLE BANK BIO-METRIC SIGN IN SERVICE TERMS AND CONDITIONS

### Terms

- 1) These terms and conditions ("Terms") apply to your use of Seattle Bank Bio-Metric sign in service provided by Seattle Bank (the "Bank"). If you do not accept these Terms, please stop accessing and using the Seattle Bank Bio-Metric sign in service.
- 2) These Terms supplement, are in addition to and are to be read together with the Terms and Conditions of Seattle Bank Consumer, Private Banking, and Business Internet Banking, and Seattle Bank Mobile Banking Services.
- 3) In the event of any conflict or inconsistency, these Terms shall prevail over the Terms and Conditions of the Seattle Bank Consumer, Private Banking, and Business Internet Banking, and Seattle Bank Mobile Banking Services in relation to any matter concerning the Seattle Bank Bio-Metric sign in Service to the extent of such conflict or inconsistency.

### Use

- 4) Seattle Bank Bio-Metric sign in Service is part of the Seattle Bank Mobile Services, available for the following customers:
  - a) customers using a certified Apple iPhone 7 or newer phones or Apple iPad (7th generation, iPad Pro, iPad Air 2, iPad mini 4 or newer models, operating on Apple iOS 10.3 or newer systems, and with Touch ID or Facial Recognition registered ("Apple Devices"). Touch ID and Facial Recognition are bio-metric recognition features, designed and owned by Apple Inc. Seattle Bank Bio-Metric sign in Service may not work if the phone contains applications not authorized by Apple Inc.; and
  - b) customers using mobile devices (mobile phones or tablets) which operate on the Android API 17 or newer ("Android Devices"), and on which bio-metric recognition software is installed and/or enabled;

(the Apple Devices and the Android Devices are hereinafter collectively referred to as the "Mobile Devices" and each a "Mobile Device").

- 5) To use Seattle Bank Bio-Metric sign in Service, you will need to:
  - a) be a customer of Seattle Bank and be a valid user of the Seattle Bank Consumer, Private Banking, or Business Internet Banking, and/or Seattle Bank Mobile Banking Services;
  - b) have installed the Seattle Bank Mobile Services (the "App") application on your Mobile Device

- c) register for Seattle Bank Bio-Metric sign in Service by completing the registration process by logging in to the App with your Seattle Bank Consumer, Private Banking, or Business Internet Banking or Mobile Banking username and password;
- d) have at least one fingerprint or another Seattle Bank approved bio-metric signature registered in your Mobile Device; and
- e) agree to and comply with these Terms.

Once your Mobile Device is successfully registered with the Seattle Bank Bio-Metric sign in Service, you may use the Seattle Bank Bio-Metric sign in Service to access the App on your Mobile Device(s) through fingerprint recognition or other Seattle Bank approved bio-metric method as an alternative to logging in to the App with your username and password.

- 6) By enabling the Seattle Bank Bio-Metric sign in Service on the App, you understand the need to protect your Device and shall be responsible for all use of your Mobile Device (whether authorized by you or otherwise) to access Seattle Bank Mobile Services. Once your Mobile Device is successfully registered with the Seattle Bank Bio-Metric sign in Service, your account balance can be accessed with the Touch ID / finger print recognition software registered in your Mobile Device. If persons other than yourself have their fingerprints or other Seattle Bank approved bio-metric method registered as part of the Touch ID / finger recognition software of your Mobile Device, such persons will be able to access your account balance and other account information.
- 7) You agree that you will not allow any fingerprint(s) or other Seattle Bank approved bio-metric method belonging to anyone besides yourself to be registered in your Mobile Device and agree not to allow such fingerprint(s) or other Seattle Bank approved bio-metric method to be used to access the App. You also acknowledge that the fingerprint or other Seattle Bank approved bio-metric method authentication is performed by the App by interfacing with the Apple Device iOS or Android Device operating system authentication module and/or application and that you agree to the authentication process.
- 8) You can deactivate the Seattle Bank Bio-Metric sign in Service at any time using the settings section in the right of the navigation menu of the App.
- 9) You acknowledge and agree that we make no guarantee, representation, warranty or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from the use of Seattle Bank Bio-Metric sign in Service or the App, including but not limited to:
  - a) whether Seattle Bank Bio-Metric sign in Service or the App will meet your requirements;
  - or



- b) whether Seattle Bank Bio-Metric sign in Service or the App will always be available, accessible or function with any network infrastructure, system or such other services as we may offer from time to time.

#### Warranty and Limitations

- 10) We shall not be liable for any loss you may suffer in connection with Seattle Bank Bio-Metric sign in Service howsoever arising (whether reasonably foreseeable or not), even if we have been advised of the possibility of the loss, including loss from:
- a) the provision by us of and/or your use of the Seattle Bank Bio-Metric sign in Service or the App;
  - b) any unauthorized access and/or use of your Mobile Device;
  - c) the use in any manner and/or for any purpose by any person at any time of any information or data:
    - i) relating to you;
    - ii) transmitted through your use of Seattle Bank Bio-Metric sign in Service or the App; and/or
    - iii) obtained through your use of Seattle Bank Bio-Metric sign in Service or the App;
  - d) access to the App by way of the Seattle Bank Bio-Metric sign in Service by anyone other than yourself;
  - e) any event the occurrence of which we are not able to control or avoid by the use of reasonable diligence; and/or
  - f) the suspension, termination or discontinuance of the Seattle Bank Bio-Metric sign in Service or the App.
- 11) You agree to indemnify us and keep us indemnified against any loss suffered by us in connection with:
- a) your access and use of the Seattle Bank Bio-Metric sign in Service and the App;
  - b) any improper or unauthorized use of Seattle Bank Bio-Metric sign in Service or the App by you, or any improper use of your Mobile Device (whether authorized by you or otherwise);
  - c) any act or omission by any third party (including a relevant mobile or internet service provider);
  - d) any delay or failure in any transmission, dispatch or communication facilities; or
  - e) any breach by you of these Terms.
- 12) To the extent that any of the limitations set out above are not permitted by law, our liability to you arising from or in respect of your use of Seattle Bank Bio-Metric sign in Service or the App, whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any and all losses, damages or liabilities caused or arising from or in relation to our provision of Seattle Bank Bio-Metric sign in Service or the App shall not exceed the

fees and charges received by Seattle Bank from you in respect of the your use of Seattle Bank Bio-Metric sign in Service and the App.

13) If any of these Terms is invalid, unlawful or unenforceable under the laws of any country, it shall not affect or impair the validity, legality or enforceability of the rest of these Terms and/or these Terms under the laws of any other country.

a) Any failure or delay by us in exercising or enforcing any right we have under these Terms does not operate as a waiver of and does not prejudice or affect our right subsequently to act strictly in accordance with our rights.

14) In the event we are unable to observe or perform any of these Terms due to or caused by events beyond our reasonable control or events which we cannot reasonably be expected to prevent or avoid, we shall be excused from performing under these Terms for the duration of the disabling event. We shall not be liable for any delay, loss, damage or inconvenience caused or arising from or in connection with such disabling events. Examples of such events include but are not limited to equipment, system or transmission link malfunction or failure, fire, flood, explosion, acts of elements, acts of God, acts of terrorism, wars, accidents, epidemics, strikes, lockouts, power blackouts or failures, labor disputes or acts and demands or requirements of governments.

15) Unless we expressly state so, a person who is not a party to these Terms has no right under these Terms to enforce or enjoy the benefit of any of these Terms.

#### Governing Law

16) This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

## MOBILE DEPOSIT TERMS AND CONDITIONS

### Service

1. The Mobile Deposit service (“Service”) is designed to allow customers (“You”) to deposit checks to their designated checking or savings account (“Account”) with Seattle Bank (“Bank”) using approved mobile devices. Checks are scanned using the camera on the mobile device and securely transmitted to the Bank for review and deposit. By using the Service, you authorize the Bank to convert checks to images or create substitute checks for the purpose of clearing the check.

### Acceptance of these Terms

2. By accepting this agreement (this “Agreement”), you are agreeing to all the terms and conditions outlined within it. Your use of the Service constitutes your acceptance of this Agreement. This Agreement is subject to change. We will provide you with advance notice if any changes to this Agreement are required by applicable law.

### Fees and Limits

3. You agree to the following fees and deposit limits by using this service. Deposit limits are subject to change from time to time and exceptions may be configured at the Banks discretion.

<b>Services</b>	<b>Fees</b>	
Mobile Check Deposit	Waived	
<b>Deposit Limits</b>	<b>Amount</b>	<b>Number of Checks</b>
Per Day	\$2,500	Unlimited

### Limitation of Service

4. When using the Service, you may experience technical or other difficulties. We are not liable for or responsible for any technical difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

### Ineligible Checks

5. You agree that you will not use the Service to scan and deposit any checks as listed below:
- a) Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
  - b) Checks payable jointly, unless deposited into an account in the name of all payees.
  - c) Checks with any endorsement on the back other than that specified in this Agreement.
  - d) Checks containing obvious alteration to any of the fields on the front of the check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
  - e) Checks drawn on a financial institution located outside the United States.
  - f) Checks not payable in United States currency.
  - g) Checks dated more than 6 months prior to the date of deposit or future-dated checks.
  - h) Checks that are in any way incomplete.
  - i) Checks prohibited by the Bank's current procedures relating to the Service or which are otherwise not acceptable under the terms of your Account Agreement.
  - j) Checks on which the numerical and written amount are different.
  - k) Checks that have been previously returned unpaid by the financial institution on which they are drawn, including substitute and remotely created checks.
  - l) Checks that are payable to cash.
  - m) Checks that have previously submitted through the Service or through a remote deposit capture service offered at any other financial institution.

#### Image Quality

6. The image of a check transmitted to the Bank using the Service must be legible, as determined by the sole discretion of the Bank. The image that is transmitted must be of such quality that the following information can easily be read:
- a) The amount of the check.
  - b) The payee.
  - c) The drawer's signature.
  - d) The date of the check.
  - e) The check number.

- f) Information identifying the drawer and the paying bank that is preprinted on the check in a commercially acceptable format, including the routing number, account number and check number.

#### Endorsements

7. You agree to restrictively endorse any check transmitted through the Service as follows or otherwise instructed by the Bank. Your endorsement must include your signature and a restriction such as 'For Deposit Only'. 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. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

#### Receipt of Checks

8. We reserve the right to reject any check transmitted using the Service, at our discretion, without liability to you. We are not responsible for checks we do not receive or for images that are dropped during transmission. An image of a check shall be deemed received when the funds are deposited in your account. Receipt of such confirmation does not mean that the transmission was error free or complete. Receipt of such confirmation or funds does not mean that your Account will not be charged back for the amount of the deposit and any applicable fees under the Account Agreement if the check image presented is dishonored or returned unpaid for any reason by the financial institution on which it is drawn.

#### Availability of Funds

9. You agree that checks transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. For purposes of determining the availability of funds deposited via the Service, you agree that checks transmitted through the Service are classified as "not in-person deposits" as defined in Regulation CC. In general, if an image of a check you transmit through the Service is received and accepted before 4:00 p.m. Pacific Daylight Time ('PDT') on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Service will generally be made available in three business days from the day of deposit. Bank may make 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 Bank, in its sole discretion, deems relevant.

Deposits confirmed by us before 4:00 p.m. PDT	Credited to your account within three business days.
Deposits confirmed by us after 5:00 p.m. PDT	Credited to your account within three business days after the following business day.

#### Disposal of Transmitted Checks

10. Upon proper clearing of funds and confirmation of your deposit from the Bank, you agree to prominently mark the check as “Electronically Presented” and to properly store the check to ensure that it is not presented again for payment. You agree that you will never re-present the check to the Bank or any other financial institution. You agree to retain all checks you have deposited through the Service for at least 14 business days and, following the 14-day retention period, you agree to dispose of your check in a manner which will ensure the check will not be presented again.

#### Returned Checks

11. Any credit which we deposit into your account immediately following a transaction initiated by you will be a provisional credit. If a check that you deposit using the Service is returned or charged back on your account, it will be deducted in full of your account along with any fees that are incurred due to the check’s rejection as described in our Fee Schedule and Account Agreements. We are not responsible for any losses incurred because of deposits returned on your account.

#### Deposit Limits

12. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time. If you attempt to initiate a deposit more than these limits, we may reject your deposit. 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. We are not responsible for any losses incurred because of rejecting deposits that you have made through the Service which exceed your deposit limits.

#### Confirmation of Deposits

13. It is your responsibility to verify that your deposit has been completed successfully by signing into the mobile application, viewing the status of your mobile deposit history and verifying the funds are available in your account.

#### Qualifications

14. Use of the Service is subject to Bank approval. To be eligible to use the Service, your account(s) must meet qualification criteria set by the Bank. We will review all accounts for which you are a signer to determine your qualification for the Service. If you are not eligible for this Service, we will notify you of our decision. The Bank may, in its sole discretion, revoke your qualification for the Service at any time.

#### Hardware and Software

15. To use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by Bank. The Bank is not responsible for any third-party software you may need to use the Service. Any such software is accepted by you “as is” and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation.

#### Errors

16. You agree to notify Bank of any suspected errors regarding checks deposited through the Service right away, and in no event later than 60 days after the applicable Bank account statement is provided to you. Unless you notify Bank within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against Bank for such alleged error.

#### Errors in transmission

17. By using the Service, you accept the risk that a check may be intercepted or misdirected during transmission. Bank bears no liability to you or others for any such intercepted or misdirected checks or information disclosed through such errors.

#### Mobile Deposit Security

18. 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 access to your device. You will notify us

immediately by telephone with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we reserve the right to monitor your Mobile Deposit activity, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

## Fees

19. Refer to our Fee Schedule for the current amount of our fee for using this Service ('Service Fee'). This Service Fee will be charged per deposit and all Service Fees will be debited at one time from your Account. Use of the Service indicates your acceptance to pay the Service Fee. This Service Fee can be changed at any time per the Bank's discretion. We will notify you at least 30 days before we increase the Service Fee. Continued use of the service after we provide notice of the change in the fee amount indicates your acceptance to pay the new Service Fee amount.

## Ownership & License

20. You agree that the Bank retains all ownership and proprietary rights in the Service, associated content, technology, website(s) and app(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Bank's business interest, or (iii) to Bank's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

## Your Responsibility

21. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible for the security of your mobile device. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if the Service is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us. You will promptly provide any retained check, or a sufficient copy of the front and back of the check, to the Bank as requested to aid in the clearing



and collection process, to resolve claims by third parties with respect to any check or check image, or for the Bank's audit purposes. In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, or disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners retain all rights, title and interests in and to the Service, Software and Development made available to you.

#### DISCLAIMER OF WARRANTIES

22. YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT (i) THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. YOU AGREE AND ACKNOWLEDGE THAT NO EXPRESS WARRANTIES HAVE BEEN GIVEN.

#### LIMITATION OF LIABILITY

23. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

#### User Warranties and Indemnification

24. You warrant to Bank that:

- a) You will only transmit eligible checks.
- b) Images will meet the image quality standards.
- c) You will not transmit duplicate checks or checks previously deposited at a financial institution.

- d) You will not deposit or represent the original check.
- e) All information you provide to Bank is accurate and true.
- f) You will comply with this Agreement and all applicable rules, laws and regulations.

You agree to indemnify and hold harmless the Bank from any loss for breach of this warranty provision.

#### Governing Law

25. This agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

## **SEND MONEY (Person to Person Payments) TERMS AND CONDITIONS**

#### Service Definitions

- 1) These terms and conditions (the "Agreement") constitute a contract between you, the depositor (hereafter "You") and Seattle Bank ( the "Bank") or its designated third party processor or service provider ("We", "Us"), in connection with Send Money Service, (the "Service") offered through the Bank's online and mobile banking web site or app. ( "Digital Banking"). This Agreement applies to your use of the Service and any portion of Digital Banking through which the Service is offered. The Service enables you to initiate a Send Money Transfer from one of your Eligible Transaction Accounts at the Bank, to a Recipient's account at any U.S. financial institution. Although the Service Network is often used to execute Send Money payments for the Service, other Transfer Networks may be used to facilitate the execution and transmission of Transfer Instructions. (Send Money payments executed through The Service network shall be evidenced by a request initiated electronically as described herein, and will be initiated on your behalf pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association [the "Rules"]).

#### Eligibility

- 2) The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

#### Initiating Send Money Instructions

- 3) All Send Money Transfer Instructions must be initiated through Digital Banking and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Before You will be permitted to initiate a Send Money payment, you will be required to agree to this Agreement, and follow the procedures set forth in Digital Banking.

#### Security Procedure

- 4) a) You shall comply with the security requirements with respect to Send Money payments initiated by You, as well as those required in connection with Digital Banking generally. You agree to take full and final responsibility for any and all errors relating to or concerning Send Money payments.
  - a) You are strictly responsible to establish and maintain the procedures to safeguard against unauthorized access to your account and transmission of Send Money payments. You warrant that no individual will be allowed to initiate Send Money payments on Your behalf, in the absence of proper supervision and safeguards, and agree to take all reasonable steps to maintain the confidentiality of the security procedures and all passwords, codes, security devices, and related instructions relating to your account, Digital Banking Services, or otherwise provided by Us. If You believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, you agree to notify the Bank immediately. The occurrence of unauthorized access will not affect any Send Money payments made in good faith by the Bank prior to receipt of such notification plus a reasonable time period thereafter for the Bank to act on such notice.

#### Transfer Authorization and Remittance

- 5) It is the responsibility of the Sender and the recipient (“Recipient”) to ensure the accuracy of any information that they enter into the Service (including, but not limited, to the Send Money Transfer Instructions and name, mobile phone number and/or email address for the Recipient to whom you are attempting to send the Send Money payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a Transfer made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Recipient.

- a) By providing us with names and mobile phone numbers and/or email addresses of the Recipients to whom you wish to direct payments, you authorize us to follow the Send Money Transfer Instructions that we receive through this Service.
- b) When we receive a Send Money Transfer Instruction from you, you authorize us to debit your Eligible Transaction Account and remit funds on your behalf. You also authorize us to credit your Eligible Transaction Account for the receipt of payments returned to us because the processing of your Send Money Transfer could not be completed.
- c) Send Money payments enable you to initiate a Send Money Transfer from one of your Eligible Transaction Accounts at Seattle Bank to another Recipient's account at any U.S. financial institution, limits may apply.
- d) The recipient must accept the transaction within 10 calendar days. Failure to accept the transaction within the 10-calendar day window will result in an unsuccessful transaction attempt, and another Send Money Transfer will need to be initiated.
- e) The recipient has three attempts to accurately answer the security question that they need to answer to receive the funds. Once they have reached the maximum number of attempts, the transaction status will be updated as failed, and another Send Money Transfer will need to be initiated.
- f) We will use reasonable efforts to complete all your Send Money Transfer Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
  - i) If through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Send Money Transfer or the Send Money Transfer would exceed the credit limit of your overdraft account;
  - ii) The service is not working properly, and you know or have been advised by us about the malfunction before you execute the Send Money Transfer Instruction;
  - iii) The Transfer is refused or returned by the Recipient or the Recipient's Financial Institution;
  - iv) You have not provided us with the correct information, including but not limited to the correct Send Money Transfer Instructions or Eligible Transaction Account information, or the correct name, mobile phone number or email address of the Recipient to whom you are initiating a Send Money payment; and/or
  - v) Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution or interference from an outside force) which prevent the proper execution of the Send Money payment.
  - vi) You agree that your authorization provided in Digital Banking is conclusive evidence that with regard to each Send Money payment, You authorize and are empowered to authorize Us to submit the Send Money payments on your behalf.

## Prohibited Payments

- 6) The following types of payments are prohibited through the Service, and we have the right, but not the obligation to, monitor for, block, cancel and/or reverse such payments.
  - a) Payments to persons located in prohibited territories (including any territory outside of the United States);
  - b) Payments that violate any law, statute, ordinance or regulation;
  - c) Payments that violate the terms and conditions of this Agreement;
  - d) Payments related to gambling, gaming, and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes;
  - e) Tax payments and court ordered payments including, but not limited to, Alimony and Child Support;
  - f) Payments to a Collections Agency.

## Your Representations and Agreements; Indemnity

- 7) With respect to each and every request for a Send Money Transfer initiated by You, you represent and agree to the following:
  - a) You are authorized to initiate such request for a Send Money Transfer and hereby authorize US to initiate each Send Money Transfer requested by you in the amount provided in the Transfer instruction.
  - b) Such authorization is operative at all relevant times, including without limitation;
    - i) At the time you establish the pre-authorization in Digital Banking.
    - ii) At the time you initiate a Send Money payment.
    - iii) At the time of transmittal or debiting by US as provided herein:
      - (1) Your Send Money payments are not prohibited as set forth in Section 6,
      - (2) You shall perform Your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC, and
      - (3) You shall comply with and perform all your obligations described in any other Agreement. You shall indemnify Us against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any breach or any of the foregoing representations or agreements.

## Your Liability for Unauthorized Transfers

- 8) Notify Us AT ONCE if you believe your password and user ID have been lost, stolen or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way to keep your possible losses down. If you think your password and user ID have been lost or stolen or that someone has transferred or may transfer

money from your account without your permission, contact us immediately using one of the following methods:

**Telephone:** (888) 500-2265 during customer service hours  
**Email us at:** [mybank@seattlebank.com](mailto:mybank@seattlebank.com)  
**Write us at:** Seattle Bank – Customer Service  
600 University Street, Ste 1850  
Seattle, WA 98101

#### Errors, Questions, and Complaints

- 9) In case of errors or questions about your electronic transfers, telephone or write us at the telephone number or address listed above 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 30 days after we provided you the FIRST statement on which the problem or error appeared.
- (1) Tell Us your name and 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, and
  - (3) Tell Us the dollar amount of the suspected error.

#### Our Responsibilities, Liability, Limitations on Liability; Indemnity

- 10) In the performance of the services required by this Agreement, We shall be entitled to rely solely on the information, representations and warranties provided by You pursuant to this Agreement, and any other applicable agreement or authorization provided by You, and shall not be responsible for the accuracy or completeness thereof. We shall be responsible only for performing the services expressly provided for in this agreement and shall be liable only for its gross negligence or willful misconduct in performing those services. We shall not be responsible for Your acts or omissions (including, without limitation, the amount, accuracy, timeliness or transmittal or authorization of any Send Money Payments initiated by You) or those of any other person, including without limitation any Federal Reserve Bank, Automated Clearing House or Receiving Depository Financial Institution (including without limitation the return of a Send Money Transfer by the applicable Recipient or Receiving Depository Financial Institution), and no such person shall be deemed Our agent. You agree to indemnify Us against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim or any person that We are responsible for any act or omission of You or any other person described in this Agreement. In the event of Our liability, we shall be liable only for Your actual damages; in no event shall We be liable for any consequential, special, incidental, punitive or indirect loss or damage which you may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by Us and regardless of the legal or equitable theory of liability which you may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Our acts or omissions pursuant to this agreement.

#### Inconsistency of Name and Account Number

11) You acknowledge and agree that, if a Send Money describes the Recipient inconsistently by name and/or account number, Send Money Transfer may be made by the Receiving Depository Financial Institution on the basis of the account number supplied by the Recipient, even if it identifies a person different from the named Recipient, and that Your obligation to pay the amount of the Send Money Transfer to Us is not excused in such circumstances.

#### Amendments

12) From time to time We may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day. Such amendments shall become effective at the time they are posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement in Digital Banking will constitute your agreement to such changes and revised versions. Additionally, we may, from time to time, revise or enhance the Service and/or related applications, which may render all such prior versions obsolete. Consequently, We reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications, and limit access to only the Service's more recent revisions or enhancements.

#### Notices, Instructions, Etc.

13) We shall be entitled to rely on written notice or other written communication (including without limitation electronic information entered in Digital Banking) believed by it in good faith to be genuine and to have been authorized by You, and any such communication shall be conclusively deemed to have been signed by You.

#### Cooperation in Loss Recovery Efforts

14) In the event of any damages for which We or You may be liable to each other or a third party pursuant to the services provided under this Agreement, We and You will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elect to pursue against a third party.

#### Entire Agreement

15) This Agreement is the complete and exclusive statement of the agreement between Us and You with respect to the subject matter hereof and supersedes any prior agreement(s) between Us and You with respect to the subject matter hereof. In the event performance of

the Services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which We are subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement 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 such violation or amendment. No course of dealing between Us and You will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between Us and You regardless of whatever practices and procedures We and You may use.

## **SEATTLE BANK TRANSFER TO EXTERNAL ACCOUNTS AND TRANSFER BETWEEN ACCOUNT SERVICES TERMS AND CONDITIONS**

"Service" or "The Service" means the Transfer to External Account and Transfer Between Accounts transfer service offered by Seattle Bank, through our designated service provider.

IMPORTANT: TO ENROLL IN THE SERVICES YOU MUST CONSENT TO RECEIVE NOTICES AND INFORMATION ABOUT THE SERVICE ELECTRONICALLY. YOU MUST HAVE THE ABILITY TO RECEIVE AND RETAIN ELECTRONIC COMMUNICATIONS BEFORE YOU ACCEPT THE TERMS OF THE USER AGREEMENT FOR THE SERVICE ("AGREEMENT"). THE AGREEMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH YOU MAY FROM TIME TO TIME REQUEST A TRANSFER OF FUNDS IN YOUR SEATTLE BANK ACCOUNT(S) TO AN ACCOUNT YOU OWN AT ANOTHER FINANCIAL INSTITUTION OR A TRANSFER FROM THAT ACCOUNT TO YOUR SEATTLE BANK ACCOUNT. THESE TERMS AND CONDITIONS AFFECT YOUR RIGHTS AND YOU SHOULD READ THEM CAREFULLY. SEATTLE BANK RESERVES THE RIGHT TO PROVIDE INFORMATION AND NOTICES ABOUT THE SERVICES TO YOU BY NON-ELECTRONIC MEANS.

### Scope of Agreement

- 1) This Agreement covers all funds transfers using The Services initiated by me from time to time through a Seattle Bank Digital Banking service.

### Definitions

- a) "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b) "ACH Rules" means the NACHA Operating Rules and NACHA Operating Guidelines, as in effect from time to time.
- c) "Business Day" means any day that is not a Saturday, Sunday or bank holiday.



- d) "FI" or "bank" refer to Seattle Bank, including its agents and service providers, depending on the home financial center of the account(s) from which a funds transfer using the Service is requested.
- e) "Eligible Seattle Bank Account" means my Seattle Bank account that is eligible to be used with The Service and is enrolled in the service.
- f) "I", "me" and "my" refer to the client who agrees below to the terms and conditions of this Agreement.
- g) "NACHA" means the National Automated Clearinghouse Association.
- h) "Verified Account" means an account that I own at another financial institution located in the United States that is enrolled in The Service.
- i) "Agreement" means these terms and conditions of The Service.
- j) "Customer Service" means the Customer Service department of Seattle Bank.
- k) "Scheduled Transfer Date" is the day you want your To receive your funds transfer and is also the day your Transfer Account will be debited, unless the Scheduled Transfer Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
- l) "Sent Date" is the date reflected on your statement for which the transfer is Sent; it is not the date it is delivered.

#### Description of Service

- 2) The Service enables me to request a transfer of funds: (1) from my Eligible Seattle Bank Account to a Verified Account (I hold at Seattle Bank or another financial institution); or (2) from a Verified Account to my Eligible Seattle Bank Account. Seattle Bank uses The Service Network to execute my Service requests, but other methods of transfer may also be used. All requests must be made through Seattle Bank and are subject to the terms of my Customer Agreement, this Agreement, each as in effect from time to time, other agreements and applicable laws and regulations.

#### Authorization to Transfer Funds Using the Service

- 3) I hereby represent and warrant to Seattle Bank and its directors, officers, employees and agents that I own each Eligible Seattle Bank Account, Verified Account and have full right and authority to all the funds on deposit therein. In addition, I authorize Seattle Bank to execute and charge my Eligible Seattle Bank Account(s) for any Service transfer request to a Verified Account and from a Verified Account to my Eligible Seattle Bank Account, including any related fee, subject to any applicable limit as to dollar amount, time delays to complete certain types of transfers (i.e., Next Day or Standard transfers) when my

Service transfer requests are made in accordance with the procedures established by Seattle Bank. I understand and acknowledge that Seattle Bank has no obligation to execute any request for a transfer using The Service that is not initiated in accordance with such procedures. I further acknowledge that the acceptance and processing of a Service transfer request is subject to the terms and conditions stated in this Agreement, as amended from time to time. This authorization shall remain in full force and effect until I have informed an Electronic Service Provider by telephone at (888)500-2265 that I have revoked my authorization and you have a reasonable opportunity to act on it.

#### Information Relied Upon by Seattle Bank

- 4) I acknowledge and agree that Seattle Bank is relying upon the information I provide in originating a Service transfer on my behalf. Any errors in the information, including Incorrect or inconsistent account names and numbers or the ABA number or name of the financial institution holding my Verified Account are my responsibility. Although I represent and warrant to you that I am the owner of each Verified Account and describe it to you by name and account number (or any other number), I understand and agree that if the Service transfer instructions identify a Verified Account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. I understand that financial institutions holding my Verified Accounts may not investigate discrepancies between names and numbers. In addition, I agree that Seattle Bank has no responsibility to investigate discrepancies between names and account numbers.

#### Limited Power of Attorney

- 5) In connection with any request to transfer funds using The Service, I hereby give Seattle Bank a limited power of attorney and appoint Seattle Bank as my true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to originate deposits into or withdrawals from my Verified Accounts, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting such funds transfers, verifying the content and authenticity of any Service transfer instruction, complying with all applicable security procedures applicable to such transfers, as fully to all intents and purposes as I might or could in person. Once Seattle Bank has actual knowledge that I wish to cease using the Service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney shall be deemed revoked; provided, however,

that any act done by Seattle Bank in good faith before you have actual knowledge of termination by me and a reasonable opportunity to act on such knowledge shall be deemed to be authorized by me. I always understand and agree that my relationship with the financial institution that maintains each Verified Account is independent of Seattle Bank and my use of The Service. I shall not hold Seattle Bank responsible for any acts or omissions by the financial institution maintaining a Verified Account with respect to it, including without limitation any modification, interruption or discontinuance of it. I ACKNOWLEDGE AND AGREE THAT WHEN SEATTLE BANK ORIGINATES A REQUEST FOR A TRANSFER USING THE SERVICE, SEATTLE BANK IS ACTING AS MY AGENT. I AGREE TO INDEMNIFY AND HOLD HARMLESS SEATTLE BANK AS MY AGENT UNDER THIS LIMITED POWER OF ATTORNEY AS MORE FULLY DESCRIBED BELOW.

#### Security Procedures

- 6) I agree that Seattle Bank will initiate a funds transfer request for me only after I access my Eligible Seattle Bank Account(s) through its Digital Banking service using the appropriate login credentials. Seattle Bank shall not be liable for any delay in processing my Service transfer request if I fail to comply with this security procedure (or any other that may be established by Seattle Bank from time to time). I acknowledge and agree that Seattle Bank has established commercially reasonable security procedure for The Service. I understand that the security procedure is designed to authenticate my identity before accepting a request for a Service transfer and not to detect errors in the content of my instruction.

#### Verification of Accounts at Other Financial Institution

- 7) After agreeing to this Agreement and providing any additional information requested, I may enroll accounts that I hold at other financial institutions (each, a "Third Party Account") in The Service. I hereby authorize you to verify a Third-Party Account by one of two means:
  1. Confirmation of Trial Deposits. I authorize you to verify my Third-Party Account using a trial transfer, in which one or more low value payments will be credited to the account. Sometimes, a low value payment will be both credited to and debited from the account. The trial credit will always occur before the trial debit and will always be of the same or lesser amount. In either case, you will then ask me to verify the amount of each deposit made into such account.

2. Online Verification. If my Third-Party Account is accessible online, I authorize you to validate the account by providing you with my online access credentials, so you can confirm my ownership of such account online. I understand and agree that:

- (a) I am under no obligation to provide you with my access credentials for my Third-Party Account,
- (b) you will use this information to verify my ownership of the Third-Party Account only; and
- (c) you will not retain the information about my access credentials, except during the period necessary to complete the verification process, after which it will be destroyed. Once the verification process is successful, each Third-Party Account will become a Verified Account.

#### Service Transfers

8) Funds are typically credited to my account within 3 Business Days ("Business Day" means Monday through Friday, excluding Federal holidays) provided that ACH posting times are met at outside financial institutions. The Business Day on which a request for a transfer is made begins at 5:00 p.m. Pacific Standard Time ("PDT") and ends at 4:00 p.m. PDT of the following Business Day.

#### Limits on Service Transfers

9) The following limits on transfer amounts are calculated against all outstanding transfers, which are transfers that have been requested but not yet paid.

##### 1. Transfer Amounts:

Minimum	\$1.00
Maximum (one way)	\$3,000
Daily Limit	\$3,000
Monthly Limit**	\$15,000

\*\* For purposes of the "monthly" transfer limits for The Service, a month means the thirty (30) calendar days immediately prior to the date on which a Service transfer request is executed (i.e., originated) by Seattle Bank on my behalf.

Service Fees and Charges. I understand and agree that I am responsible for paying all fees associated with my use of The Service. I authorize Seattle Bank to charge my Eligible Seattle Bank Account (or any other of my accounts at Seattle Bank) for any service fees and charges applicable to transfers requested through The Service in accordance with Seattle Bank's fee schedule in effect at the time I make a Service transfer request. Seattle Bank reserves the

right to change the fees charged for the use of The Service. A copy of the Fee Schedule for the Service is provided at the end of the Agreement.

#### Execution of a Request for a Service Transfer

10) My request for a Service transfer will be executed on the current Business Day. The business Day on which a request for a Service transfer is made begins at 5:00 p.m. Pacific Standard Time ("PDT") and ends at 4:00 p.m. PDT of the following Business Day. If my request for a SERVICE transfer is received by Seattle Bank on a day that is not a Business Day or on a Business Day after the established cut-off hour, you will not process my request until the next Business Day.

#### Actions Taken Upon an Unsuccessful Service Transfer

11) If a requested funds transfer could not be completed, I understand that Seattle Bank, upon learning that The Service transfer has failed, will make reasonable effort to complete the transfer again. If the second attempt is successful, the additional processing could delay the completion of the funds transfer by one or more Business Days. If the funds transfer fails a second time, you will notify me by e-mail so that I may contact the financial institution where my Verified Account is held in order to understand the reason for such failure.

#### Rejection of a Service Transfer Request

12) You reserve the right to reject my funds transfer request. You may reject my request if the dollar value of one or more of my transfer requests exceed my daily or monthly transfer limit (as more fully described above), if I have insufficient available funds in my Eligible Seattle Bank Account for the amount of The Service transfer, plus any applicable fee, if my request is incomplete or unclear, if you identify a security risk related to a requested transfer or if you are unable to fulfill my request for any other reason. I understand and agree that if you reject a request for a Service transfer for one or more of the reasons set forth above, I will be informed of the rejection during my online session or by e-mail as soon thereafter as you have determined to reject the request.

#### Cancellations, Amendments or Recalls of a Service Transfer Request

13) I may cancel or amend a funds transfer request only if you receive my request prior to your execution of the funds transfer request and at a time that provides you with a reasonable

opportunity to act upon that request. If my funds transfer request has been executed by Seattle Bank, I understand I have no right to cancel or amend the payment.

#### Transfers Subject to the Rules of the Third-Party Accounts

14) Additionally, all funds transfers are also subject to the rules and regulations governing the relevant Third-Party Accounts. I agree not to request any Service transfers from or to Verified Accounts that are not allowed under the rules or regulations applicable to such accounts.

#### Delays, Non-Execution of Funds Transfer Request

15) I agree that Seattle Bank shall not be responsible for any delay, failure to execute, or mis-execution of my funds transfer request due to circumstances beyond Seattle Bank's reasonable control- including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of my funds transfer request to the bank or execution of such request by the bank, whether caused by strikes, power failures, equipment malfunctions, or acts or omissions of any intermediary bank or beneficiary bank. SEATTLE BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED -INCLUDING THE FAILURE OF ANY INTERMEDIARY BANK OR BENEFICIARY BANK TO CREDIT MY BENEFICIARY WITH THE AMOUNT OF THE FUNDS TRANSFER AFTER RECEIPT OF SAME WITH RESPECT TO ANY MATTER.

**Unauthorized Service Transfers** I understand that if I think that someone else has learned my access credentials for Digital Banking or an unauthorized Service transfer or other type of online transaction has been made from one of my accounts, I must notify you immediately by telephone at (888) 500-2265 or, if I am unable to telephone you, in writing to: Seattle Bank, 600 University Street, Ste 1850 or email [mybank@seattlebank.com](mailto:mybank@seattlebank.com). By providing such prompt notice, I may limit my personal liability for unauthorized transfers.

#### Significance of E-Mail or SMS Notices About the Service

16) I agree that all e-mail or SMS notices sent to me regarding status of my Service transfer requests are simply service messages and will not constitute a transaction receipt or an official bank record with respect to a Service transfer. I acknowledge and agree that these notices will be sent to the e-mail address or phone number I provide during my enrollment

in The Service, even if I have informed you separately in the past (or choose to do so in the future) to not send me marketing messages at that same e-mail or SMS address.

#### Means of Transfer

17) I understand that Seattle Bank uses a variety of banking channels and facilities to make funds transfers but will ordinarily use The Service Network. You may choose any reasonable means that you consider suitable to complete a transfer that I request using The Service. I authorize you to choose the means you deem suitable to cause each of my Service transfer requests to be completed successfully. These other choices include banking channels, electronic means, funds transfer systems, regular or express mail, courier, telecommunications services, intermediary banks and other organizations. I agree to be bound by the rules and regulations that govern any applicable funds transfer systems, including, but not limited to, The Service Network, NACHA, EPN, Federal Reserve System and Clearing House Interbank Payment System (CHIPS). Currency of Funds Transfer

The Service is available for funds transfers to Verified Accounts in the United States only and is made in U.S. dollars only.

#### No Unlawful or Prohibited Use

18) As a condition of using The Service, I warrant to Seattle Bank that I will not use The Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. I further warrant and represent that I will not use The Service in any manner that could damage, disable, overburden, or impair The Service or interfere with any other party's use and enjoyment of such service. I may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through The Service. I agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

#### Service Changes and Discontinuation

19) Seattle Bank may modify or discontinue The Service, with or without notice, without liability to me at any time. You reserve the right, subject to applicable law and regulation, to terminate my right to use The Service at any time and for any reason, including, without

limitation, if Seattle Bank, in its sole judgment, believes I have engaged in conduct or activities that violate any of the terms of this Agreement or, if I provide you with false or misleading information or interfere with other users or in the administration of The Service.

#### Proprietary Rights

20) I acknowledge and agree that Seattle Bank and its agents own all rights in and to The Service. I am permitted to use The Service only as expressly authorized by this Agreement. I may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the technology for The Service or any of your other services or technology.

#### Indemnity

21) In consideration of the Agreement by Seattle Bank to act upon my request to make a Service transfer in the manner provided in this Agreement, I agree to indemnify and hold Seattle Bank, its directors, officers, employees and agents harmless from and against any and all claims, suits, judgments, executions, liabilities, losses, damages, costs, and expenses - including reasonable attorney's fees - in connection with or arising out of your acting upon Service transfer instructions pursuant to this Agreement. This indemnity shall not be effective to relieve and indemnify Seattle Bank against its gross negligence, bad faith, or willful misconduct.

#### Claims; Limitation of Liability; No Warranty

22) I agree that within thirty (30) days after I receive notification that my Service transfer request has been executed, I will tell you of any errors, delays, or other problems related to my request. If my funds transfer request is delayed or erroneously executed as a result of Seattle Bank's error, Seattle Bank's sole obligation to me is to pay or refund such amounts as may be required by applicable law. Any claim for interest payable by Seattle Bank shall be at Seattle Bank's published savings account rate in effect within the state of the financial center of the account from which the funds transfer was made. In any event, if I fail to notify you of any claim concerning my funds transfer request within thirty (30) days from the date that I receive notification that my request has been executed, any claim by me shall be barred under applicable law. I AGREE THAT SEATTLE BANK SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A



RESULT OF (1) MY GRANTING YOU AUTHORITY TO VERIFY A THIRD PARTY ACCOUNT; (2) YOUR DEBIT AND/OR CREDIT OF A VERIFIED ACCOUNT OR YOUR INABILITY TO DEBIT AND/OR CREDIT SUCH ACCOUNT(S) IN ACCORDANCE WITH MY SERVICE TRANSFER INSTRUCTIONS; (3) ANY INACCURATE OR INCOMPLETE INFORMATION RECEIVED FROM ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH VERIFYING A THIRD PARTY ACCOUNT OR EXECUTING A TRANSFER WITH A VERIFIED ACCOUNT; (4) ANY CHARGES IMPOSED BY THE FINANCIAL INSTITUTION HOLDING A VERIFIED ACCOUNT; AND (5) ANY TRANSFER LIMITATIONS SET BY A FINANCIAL INSTITUTION HOLDING A VERIFIED ACCOUNT. IN NO EVENT SHALL SEATTLE BANK BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH MY SERVICE TRANSFER REQUEST. EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, SEATTLE BANK, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD-PARTY RIGHTS. SEATTLE BANK MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY SEATTLE BANK FROM ANY FINANCIAL INSTITUTION HOLDING ANY VERIFIED ACCOUNT OR THAT THE SERVICE WILL MEET ANY REQUIREMENTS OF ANY USER, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

#### Amendments

23) I agree that you reserve the right to change the terms and conditions of this Agreement as required by law or bank policy. Unless otherwise required by law, you may amend this Agreement without prior notice to me. If you choose to notify me of an amendment or are required to do so by law, you may ask me to agree to an amended version of this Agreement electronically, or mail or deliver a separate notice, statement message or electronic message to me at the last address you have on file for me.

#### Governing Law

24) This Agreement shall be governed by the laws of the state in which the home financial center of the Eligible Seattle Bank Account from which funds transfer was made is located and federal law, as applicable.

Electronic Consent and Acceptance of Terms and Conditions

25) To enroll to use The Service, I consent to receive the terms and conditions of the User Agreement for the Account to Account Service, and any amendments to it. In the event any change to this Agreement requires prior notice to me, Seattle Bank will notify me by e-mail, at the public e-mail address I have provided for notices pertaining to this service, of the new or different terms and conditions or will provide me with a link within such e-mail where I may view the new or different terms and conditions on a web site. I understand and agree that you reserve the right to provide any such notices to me in printed form. A record of each funds transfer request will be made available to me electronically at the time each Service transfer is requested and in summary form as part of the periodic statement for my Eligible Seattle Bank Account to or from which the Service transfer is requested. I may withdraw my consent to having this information provided to me electronically by contacting you by telephone at (888)500-2265, however, by doing so I understand that I will terminate my right to use The Service. Withdrawing my consent in this manner will not prevent me from re-enrolling for The Service.

Service/Fee Schedule

<b>Type of Transfer</b>	
Fee Incoming TO Seattle Bank	FREE
Outbound FROM Seattle Bank	FREE
NSF	\$32.00
Uncollected	\$32.00
Stop Payment	\$22.00

**SMS TEXT AND EMAIL ALERTS TERMS AND CONDITIONS:**

Terms and Use

- 1) The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply. Alerts. Your enrollment in Seattle Bank Digital Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Seattle Bank account(s).

Seattle Bank offers their customers SMS text and email alerts for specific items such as: account password/PIN changes, users added to an account, updated contact information,

low balance alerts, etc. Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number or email address. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts being delivered. This program will be on-going. Message & Data rates may apply.

- Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the “More” menu within Seattle Bank Digital Banking. Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time or cancel old Alerts. We usually notify you when we cancel Alerts but are not obligated to do so. Seattle Bank reserves the right to terminate its Alerts service at any time without prior notice to you. Methods of Delivery. We may provide Alerts through one or more channels (“EndPoints”):
  - (a) a mobile device, by text message;
  - (b) a mobile device, by push notification;
  - (c) an email account, by an e-mail message; or
  - (d) your Seattle Bank Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device’s number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number. In case of questions please contact customer service at 888-500-2265.

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS. Limitations. Seattle Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Seattle Bank’s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not

hold Seattle Bank, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from

- (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert;
- (b) inaccurate or incomplete content in an Alert; or
- (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications may not be encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

#### Privacy and User Information – Data Analytics.

You acknowledge that in connection with your use of Digital Banking, Seattle Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Digital Banking or the Software. Seattle Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Digital Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. [https://cms.bancvue.com/custom/fi/seattlebank/fb/disclosure/Financial-Privacy-Notice\\_6.13.pdf](https://cms.bancvue.com/custom/fi/seattlebank/fb/disclosure/Financial-Privacy-Notice_6.13.pdf)

### **“OTHER” DIGITAL BANKING TERMS AND CONDITIONS**

**Questions:** You may contact us at 888.500.2265, We can answer any questions you have about the program.

#### **Terms & Conditions**

By participating in Digital Banking, you are agreeing to the terms and conditions presented here. Any software you may obtain from Digital Banking (“Software”) may not be available at any time for any reason outside of the reasonable control of Seattle Bank or any service provider.

#### **Privacy and User Information**

You acknowledge that in connection with your use of Digital Banking, Seattle Bank and its affiliates and service providers, including Malauzai Software, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and

device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Digital Banking or the Software (collectively “User Information”). Seattle Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Digital Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Seattle Bank and its affiliates and service providers also reserve the right to monitor use of Digital Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

### **Restrictions on Use**

You agree not to use Digital Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, “spam,” and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Digital Banking or the Software to transmit or disseminate:

1. junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material;
2. material that infringes or violates any third party’s intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers;
3. material or data that is illegal, or material or data, as determined by Seattle Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Seattle Bank or any third-party service provider involved in the provision of Digital Banking;
4. material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier;
5. viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information;
6. any material or information that is false, misleading, or inaccurate;

7. any material that would expose Seattle Bank, any third-party service provider involved in providing Digital Banking, or any other third party to liability; or
8. any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party.

You agree that you will not attempt to:

- a. access any software or services for which your use has not been authorized; or
- b. use or attempt to use a third party's account; or
- c. interfere in any manner with the provision of Digital Banking or the Software, the security of Digital Banking or the Software, or other customers of Digital Banking or the Software; or
- d. otherwise abuse Digital Banking or the Software. For joint accounts opened by one or more individuals over the age of 18 (an adult account holder), with a minor under age 18, each adult account holder, individually and collectively, assumes all liability for the financial transactions of the minor until the minor reaches the age of 18. Minors must be at least age 13 to utilize online or Digital Banking services; however, minors may not utilize Bill Pay or Send Money services. Any adult account holder may establish transaction limits for the minor (if applicable), determining whether the minor may have check writing or withdrawal privileges, and for designating which online and Digital Banking services the minor may utilize, including: mobile deposit capture, online funds transfers, and receipt of eStatements. The adult account holder will communicate these instructions to Seattle Bank when the account is opened and may amend or cancel these instructions at any time the account remains open or until the minor reaches the age of 18, whichever occurs first. When the minor reaches age 18, he/she will have full access rights to the account as an adult account holder. If no special instructions or limits are set by the adult account holder, the minor's transaction limits and privileges will be set at standard limits. Use of Google Maps: You agree to abide by the Google terms and conditions of use found at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [http://www.maps.google.com/help/legal\\_notices\\_maps.html](http://www.maps.google.com/help/legal_notices_maps.html), or other URLs as may be updated by Google.

### **Claims; Limitation of Liability; No Warranty**

THE DIGITAL BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE DIGITAL BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.

LIMITATION OF LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE DIGITAL BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE DIGITAL BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE DIGITAL BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE DIGITAL BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### **Governing Law**

Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflicts of law's provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.