



Important Account Disclosures

USA PATRIOT Act Notice - Notice of Customer Identification

Important Information about Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What This Means for You

When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Questions

Should you have any questions, please contact your account officer, or the customer service manager.

Funds Availability Policy Effective July 21, 2011

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit (longer delays may apply, see below). Electronic deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw the funds, and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid, or for which claims are asserted against a particular item once its final settlement has occurred.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Federal holidays. If you make a deposit before 5:00 p.m. Pacific time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 p.m. Pacific time, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Longer Delays May Apply

Case-by-Case Delays: In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, may be available on the first business day after the day of your deposit.

If we will not be making all of the funds from your deposit available on the first business day, we will notify you by U.S. Postal Service or electronic mail by the day after we receive your deposit. We will also notify you when the funds will be available.

If you will need the funds from a deposit immediately, you should ask us when the funds will be available.

Safeguard Exceptions: In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid
- You deposit checks totaling more than \$5,000 on any one day
- You redeposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six (6) months
- There is an emergency, such as failure of computer or communications equipment

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will communicate to you when the funds will be available. They will generally be available no later than the seventh (7th) business day after the day of your deposit.

Special Rules for New Accounts

If you are a new customer, the following special rules apply for the first 30 days your account is open. An account is considered open when the first deposit is made to the account.

Funds from electronic deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, travelers, as well as Federal, state and local government checks and U.S. Postal Service Money Orders will be available on the first (1st) business day after the day of your deposit. The excess over \$5,000 will be available on the seventh (7th) business day after the day of your deposit. Funds from all other check deposits will be available on the ninth (9th) business day after the day of your deposit.





Important Account Disclosures (continued)

Substitute Checks and Your Rights

What Is a Substitute Check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states, "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you may receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What Are My Rights Regarding Substitute Checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less.

You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How Do I Make a Claim For a Refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please call us at 888.500.2265, or write to us at Seattle Bank, 600 University St Ste 1850, Seattle, WA 98101. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss;
- A copy of the substitute check and the following information to help us identify the substitute check: check number, the name of the person to whom you wrote the check and the amount of the check

Overdraft Transactions

An overdraft occurs when you withdraw funds from your account that exceed your available account balance. An overdraft could occur in several ways, such as: (1) the payment of checks, electronic funds transfers, ATM withdrawals, or other withdrawal requests; (2) payments authorized by you; (3) the return of unpaid items that you deposited to your account; (4) the assessment of bank service charges; or (5) if we place a hold on deposited items in accordance with our Funds Availability Policy and the funds are not yet available for withdrawal.





Facts WHAT DOES SEATTLE BANK AND ITS AFFILIATES DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and income • Account balance and payment history • Credit history and credit score
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons Seattle Bank and its affiliated company (Seattle Mortgage Company) choose to share, and whether you can limit this sharing.

Reasons we can share your personal information	Does Seattle Bank Share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	Yes
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For non-affiliated companies to market to you	No	We don't share

To limit OUR sharing	<ul style="list-style-type: none"> • Call 206.568.7800 or 1.888.500.BANK (1.888.500.2265) <p>Please note: If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
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Questions?	<ul style="list-style-type: none"> • Call 206.568.7800 or 1.888.500.BANK (1.888.500.2265)
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What we do	
How do Seattle Bank and its affiliates protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>To protect the information you provide us online, we use computer virus detection software and employ other technical means to protect against unauthorized computer entry into systems containing customer information.</p>
How do Seattle Bank and its affiliates collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Open an account or apply for a loan • Provide account information or give us your income information • Show government-issued ID <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes—information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your privacy rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	<p>Your choices will apply to everyone on your account.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our affiliate(s) include companies with a common corporate identity such as Seattle Mortgage Company.
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Seattle Bank does not share with non-affiliates so they can market to you.
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Seattle Bank does not jointly market
Other important information	
<p>You may have other privacy protections under applicable state laws, to include Alaska and California residents. To the extent the state laws apply, we will comply with them when we share information about you, and in some cases may be limited by you.</p> <p><i>Alaska Residents:</i> We will not share information about you for joint marketing with other financial companies.</p> <p><i>California Residents:</i> The California Information Privacy Act provides additional protections to control whether we share some of your personal information.</p>	