

# Digital Banking Service Agreement (Consumer & Business)

(Version January 2022)

This Digital Banking Service Agreement ("**Agreement**") governs the Digital Banking services (online and mobile) that Zions Bancorporation, N.A. ("**we**", "**us**" or "**our**") provides to consumer and business customers ("**you**"). Zions Bancorporation, N.A. operates through divisions with trade names that include **The Commerce Bank of Oregon**, and **The Commerce Bank of Washington** (each a "**Division**"). Important capitalized terms are defined in Section 3.

## Important Mobile Disclosure

By providing your consent for us to communicate with you through your mobile device, such as through the Alerts feature, you are agreeing to the terms and conditions presented herein and certifying that you are the owner of the mobile device and specified account.

The frequency of messages sent via SMS text will vary depending on the Alerts you have enabled, as well as the type and frequency of transactions you initiate via Digital Banking. Depending on your carrier and mobile plan, message and data rates may apply.

To get more information on any message, you can reply with the word HELP. You can also cancel SMS text messaging from our Alerts feature, not including necessary service, authentication, or fraud messages, by replying with the word STOP (in the event of disruption in the Alerts feature you may be given an error message, if so please call us).

Please be aware that canceling SMS will stop all SMS text messages from **all** Divisions, that offer the Alerts feature, to your designated device (even though you only canceled the Alerts feature from one Division). Also, it could limit the types of transactions you may be able to perform via Digital Banking; but it will not affect our ability to push an SMS text message in other permissible instances. Mobile carriers are not liable for delayed or undelivered messages.

Our Privacy Notice can be found by selecting "Privacy" in the menu.

## Important Customer System Administrator (CSA) and Authorized User Disclosures (for Business Digital Banking Customers Only)

For customers that use Business Digital Banking, you are responsible for understanding, establishing and monitoring entitlements set up by a CSA, providing and maintaining accurate contact information for the business itself and each CSA, and Authorized User, including, but not limited to, an accurate unique email address and, as recommended, a mobile number for each user, and understanding that we may, at any time and from time to time, require multi-factor authentication, and we are not liable whatsoever if you or any user cannot engage (or is otherwise delayed) in a transaction or feature due to the inability of the user to produce the additional form of authentication, such as a one-time passcode as part of our step-up authentication process, as a result of non-existent or inaccurate or duplicative/shared e-mail address and/or mobile number. Please see Subsections 14.1, entitled, "Your Customer System Administrator (CSA); Roles and Responsibilities," and 14.2, entitled, "Your Authorized Users," below in this Agreement for further details.

## 1. ACCEPTING THIS AGREEMENT

**Before using the Digital Banking service, you must both (a) consent to receive disclosures, notices, and other communications electronically, and (b) read and accept this Agreement.** You agree that you are deemed to automatically renew your consent and acceptance each time you log in and use Digital Banking.

The current version of this Agreement can always be viewed online at your Division's Website (listed in Section 3 below). SECTION 3 OF THIS AGREEMENT INCLUDES DISPUTE RESOLUTION PROVISIONS, INCLUDING A WAIVER OF RIGHTS TO TRIAL BY JURY.

## 2. CONSENT TO ELECTRONIC DISCLOSURES, COMMUNICATIONS AND RECORDS; SYSTEM REQUIREMENTS

You should print or electronically save a copy of the following Consent and the remainder of this Agreement for your records.

Your consent in this Section 2 to electronic delivery of disclosures and other information, and to the use of electronic records, shall govern: (i) all of your Digital Banking services, including services that require you to also accept Related Documents (e.g., service agreements for Bill Pay, External Transfers, Digital Banking Wires, etc.); (ii) all of your eCommunications such as account statements, tax documents, and notices under our eDocuments Service Agreement, which requires separate enrollment; and (iii) your receipt and/or agreement to our debit card overdraft service, which requires separate enrollment, including the disclosure, "What You Need to Know about Overdrafts and Overdraft Fees." Any similar consent in a Related Document that you have already accepted or accept hereafter shall be in addition to (and not limit) your consent in this Section 2.

**Consent.** We are required to disclose certain information to consumers in writing. With your prior consent, however, we can provide that information electronically rather than by paper. We also need your general consent to use electronic communications and records for certain consumer and business transactions.

By accepting this Agreement, you hereby consent and agree to: (a) our delivering disclosures, notices, and any other information (including this Agreement) in only electronic form, even those required by law to be provided in writing, and (b) our using electronic records and communications with you in connection with Digital Banking. Your consent extends to each Eligible Account that you now or hereafter enroll in Digital Banking.

You agree that your use of Digital Banking to electronically authorize, instruct, or interact with us (including but not limited to ordering a funds transfer, making a bill payment, borrowing from or paying a credit account, applying for or activating or accepting the terms of an additional service feature or related service, accepting Related Documents, accepting or receiving documents or notices, and self-administering your Digital Banking service or its settings or configurations) shall have the same force, effect and authority as if signed by you and delivered to us by paper.

**Canceling.** You may at any time withdraw your consent to electronic delivery instead of paper by calling or writing your Division's Customer Service, but we may then terminate your ongoing use of Digital Banking (and not process any previously scheduled future payments). **Your Customer Service phone number and address are in Section 4.** Although we don't charge a fee for withdrawing your consent to electronic delivery of documents in connection with Digital Banking, some account types charge a monthly service fee for paper statements. (See the applicable deposit account disclosure for your account.) Your consent for this Agreement is in addition to any other consents to electronic delivery you may have given in separate agreements with us (whether or not Related Documents). Withdrawing your consent under this Agreement will not by itself cancel your consents for electronic delivery in those separate agreements.

**System Requirements.** To use Digital Banking and receive electronic disclosures and other communications: you must be enrolled and activated in at least one of our Digital Banking "Channels" (defined below); your computer and/or Mobile Device must use commonly accepted and recently updated software for reading and saving PDF and HTML documents; you must be connected to Digital Banking via your internet service provider or your mobile communications data service provider; your computer or Mobile Device with a camera must use a commonly accepted and recent updated version of an HTML compliant web browser that supports Transport Layer Security ("TLS") encryption; you must have, maintain, provide and update us with your valid, active email address(es), that are unique for the user and not shared with others, for use in sending, receiving and retaining disclosures and other communications with Digital Banking; and you must be able to connect to websites via hyperlinks in email.

For Mobile Banking, you must also have the most recent version of our downloadable Mobile Banking Software installed on your Mobile Device, have your Mobile Device and mobile phone number registered with Digital Banking, and have your Mobile Device enabled for SMS text messaging. You must regularly install updates as they become available to your computer's and/or Mobile Device's operating system, web browser and PDF reader (and, if applicable, your Mobile Banking Software). We may (but are not required to) deny service (1) if security features of your software, computer or Mobile Device have not been updated, or have been disabled or modified (e.g., a "jailbroken" mobile device), or (2) if you are using a disposable (e.g., "burner") mobile device.

You hereby confirm to us that you have (1) the system required described above, and (2) verified your hardware and software, and your ability to access, view and print or electronically save (including taking screenshots) electronically delivered disclosures and communications. If you are not able to access, view and print or save such notices and disclosures, you must not enroll in or use Digital Banking.

**Electronic Delivery.** Permissible electronic delivery by us includes (i) by email to any address you have provided for use with Digital Banking, including attaching documents to the email, or providing links to or instructions within the email for navigating to documents posted online; (ii) by SMS text message to any Mobile Device telephone number you may have provided to us for banking services (including but not limited to any Digital Banking service or function); (iii) by display on your screen or other "in-product" message or alert during your Digital Banking activity; (iv) by posting it to your Division's Website, an Online Banking message center, or in our Mobile Banking Software; (v) by message printed on the periodic statement for your Eligible Accounts if you have agreed to receive that statement electronically; (vi) any other electronic means that you have authorized elsewhere (e.g., our eNotices service) or hereafter authorize; or (v) any other electronic means that is commercially reasonable and within the system requirements described above. Any of the foregoing methods of electronic delivery may be used for any Digital Banking service that requires logging into Digital Banking to use (e.g., Bill Pay, External Transfers, or Digital Banking Wires), even if that other function has its own terms and conditions that do not themselves list the foregoing methods of electronic delivery.

Electronic disclosures can include, without limitation, prior notice to you of preauthorized debits that vary in amount to your Eligible Accounts; notices of pending or processed payment instructions; notices of receipt of payments or deposits; notices of adjustments made to transactions; notices regarding service availability or suspension; and notices about operational or legal changes to Digital Banking, including notices of amendment to this Agreement.

**Change in Contact Information.** You are solely responsible for advising us of any change in your email, mobile device telephone number, or other electronic or postal addresses you use for Digital Banking or your Eligible Accounts. You can do so by calling or writing your Division's Customer Service (see Section 4). We encourage you to simultaneously update your addresses within the separate general services section of your Division's Website.

**Paper Copies.** We do not charge for electronic delivery. We ordinarily do not send paper copies of electronic communications. You may request a paper copy of an individual prior electronic notice or disclosure by calling or writing your Division's Customer Service (see Section 4). Ordinary copy fees as disclosed for your Eligible Accounts shall apply.

### **3. INTRODUCTION; DISPUTE RESOLUTION; AND DEFINITIONS**

This Agreement governs our Digital Banking services for both consumer and business customers. Where specified, however, portions of this Agreement pertain only to consumers or only to business customers. We may choose to exclude any or all minors from enrolling in Digital Banking or using selected features.

Not all Digital Banking functions may be available in all Channels. (For example, remote deposit capture may be only in Mobile Banking; stopping checks may not be available in Mobile Banking; and consumer customers may not be able to send ACH files.) Features in Digital Banking or individual Channels made be added, deleted or changed without prior notice. To use Digital Banking with Eligible Accounts at more than one Division of Zions

Bancorporation, N.A., you must separately enroll in each such Division's independent digital banking service. For purposes of cutoff times, posting and funds availability, and methods of execution, transfers between accounts at different Divisions of Zions Bancorporation, N.A. may be processed as transfers between separate banks (e.g., by ACH rather than as internal book transfers).

This Agreement is supplemented by the terms of your Deposit Account Agreement and other "Account Agreements" (defined below), but this Agreement governs over any conflicting terms therein with respect to Digital Banking. This Agreement is also supplemented by the terms of "Related Documents" (defined below) you have already accepted or may accept hereafter. If a provision in this Agreement directly conflicts with a specific provision in a Related Document, the Related Document shall govern. However, Section 2 hereof ("Consent to Electronic Disclosures, Communications and Records; System Requirements") shall govern over any conflicting provision in any Related Document. Otherwise, our rights (including the benefit of limitations of liability and indemnification) and your responsibilities under this Agreement, the Related Documents and the Account Agreements are intended to be cumulative.

**Dispute Resolution; Jury Waiver.** Except as may be prohibited by applicable law, you and we both hereby waive any rights to have a jury hear or decide any dispute between us, and hereby agree that the dispute resolution provisions found in your Deposit Account Agreement and other Account Agreements between us (as may be amended from time to time) shall also govern the resolution of any disputes under or in connection with this Agreement, the Digital Banking service, any Related Agreement, or any Digital Banking transaction.

**Definitions.** As used in this Agreement:

**Access Credentials** means one or more Username (aka: Login ID), password, identification number, token, biometric identification (e.g., fingerprint or facial recognition) or other means of identification and authentication (such as, but not limited to, one-time passcode ("OTP")), or combination thereof, that we require for signing in to or otherwise accessing Digital Banking or a particular function of the service (such as, but not limited to, when a CSA wants to view, change, or create another CSA or Authorized User).

**Account Agreements** means all agreements and disclosures specifically governing your Eligible Accounts (including without limitation the Deposit Account Agreement, credit card agreements, loan agreements, rate and fee schedules, applications and disclosure statements, and credit agreements).

**Authorized User** (*for Business Digital Banking only*) means an individual who has been granted Access Credentials by us, or by your CSA to use Digital Banking as your authorized agent. If your Eligible Accounts are linked to the profile of another customer, then that customer's Authorized Users are deemed to be your Authorized Users as well.

**Business Day** means every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

**Business Online Banking** means the web-based Digital Banking services we make available to business customers via our Website.

**Channel:** each of Consumer Online Banking, Business Online Banking, Mobile Banking (associated with Consumer Online Banking), and Mobile Banking (associated with Business Online Banking) is a "Channel" for accessing Digital Banking. Not all Channels are available to all customers.

**Customer System Administrator, or CSA,** (*for Business Digital Banking only*) means an Authorized User whose Access Credentials include the Digital Banking service's self-administration functionality. You are required to have at least one CSA. **(Your CSA is your authorized agent in all matters regarding Digital Banking.** See the Subsection 14.1 below entitled "Your Customer System Administrator; Roles and Responsibilities.") If your

Eligible Accounts are linked to the profile of another customer, then that customer's CSAs are deemed to be your CSAs as well.

**Consumer Online Banking** means the web-based Digital Banking service we make available to consumer customers via our Website.

**Deposit Account** means any checking, savings, or other deposit account with us that you have enrolled as an Eligible Account.

**Deposit Account Agreement** means our standard agreement governing your Deposit Accounts (together with its associated rate and fees schedules and disclosures), as amended from time to time.

**Digital Banking** means the Digital Banking services that we make available to customers who accept this Agreement and enroll in our Consumer Online Banking, Business Online Banking, and Mobile Banking Channels. Digital Banking also includes services that are available within one or more Channels after additional enrollment and acceptance of Related Documents (e.g., Bill Pay, External Transfers and Digital Banking Wires).

**Eligible Account** means your Deposit Account or Loan Accounts with us that you have enrolled, in accordance with our procedures, to make such accounts accessible through Digital Banking. Some types of deposit and loan accounts cannot be enrolled. The types of accounts that can be enrolled is subject to change from time to time without prior notice.

**Internal Advance** means any transfer from a Loan Account to a Deposit Account with us, as provided under the section entitled "Transfers" below.

**Internal Transfer** means any transfer of funds from any of your Deposit Accounts to (a) any of your Deposit Accounts or an account that you don't own, provided that we have made a formal accommodation, or (b) from any of your Deposit Accounts to an account that you or another person holds with us (if allowed), as provided under the section entitled "Transfers" below.

**Loan Account** means any of your credit card accounts or other loans with us that is enrolled as an Eligible Account.

**MFA** means multi-factor authentication where, as part of the security procedures, Digital Banking may require the user to engage in multiple methods of authentication. MFA combines two or more independent Access Credentials. For example, if a particular transaction or feature is deemed by us, in our sole discretion, to be a certain risk or sensitive, then we may ask for additional Access Credentials from the user (e.g., step-up authentication), such as a one-time passcode ("OTP") before we will allow the transaction or feature to be submitted through Digital Banking.

**Mobile Banking** means the Digital Banking services we make available to consumer customers and business customers via their Mobile Devices and Mobile Banking Software.

**Mobile Banking Software** means software permitted by us that you have downloaded for conducting Mobile Banking transactions. The smartphone version of the Mobile Banking app is available from the Apple® App Store or Google Play®. Mobile Banking Software and the features therein differ for consumer customers and business customers.

**Mobile Device** means a cellular telephone, tablet or similar wireless communication device that has a camera (a) that is installed with Mobile Banking Software, or (2) that can conduct mobile banking transactions by using other protocols we may choose to permit (e.g., Wireless Application Protocol (WAP) or text (SMS) messaging).

**Online Banking** means Consumer Online Banking and Business Online Banking, collectively. Both of which, allows access and use of one or more Digital Banking services or features through a web browser, including a browser on your mobile device, instead of through our downloadable Mobile Banking app.

**Orders** mean one or more instructions given to us in your name to pay an amount of money, which is funded by debiting your Eligible Account or otherwise receiving payment from you, to a beneficiary.

**Related Documents** means any application, fee schedule, disclosures, set-up forms, specifications or addenda concerning the Digital Banking service. Related Documents can include but are not limited to terms for (a) optional or related functions that are accessed within or via Digital Banking (e.g., Bill Pay), or (b) special conditions under which we are willing or unwilling to provide certain portions of Digital Banking, or (c) linking the Digital Banking service of two or more customers (e.g., permissible affiliates) in approved cases, or (d) otherwise amending this Agreement. A Related Document is not required to state it is a Related Document. Note: references in a Related Document to our “internet banking,” “online banking,” “business online banking,” or “mobile banking” (or the like) service or agreement, shall be deemed references to Digital Banking, its Channels, and this Agreement, all as the context requires.

**Website:** Your Division’s current or future Internet Website, and all related web pages, for offering Online Banking services, enrolling Eligible Accounts and/or performing, authorizing, or canceling any specific Online Banking service transaction. Your Division’s current Website is listed below. Your Division Website depends on which Division of Zions Bancorporation, N.A. provides your Digital Banking service:

<u>Customers of:</u>	<u>Division Website:</u>
The Commerce Bank of Oregon	<a href="http://www.tcboregon.com">www.tcboregon.com</a>
The Commerce Bank of Washington	<a href="http://www.tcbwa.com">www.tcbwa.com</a>

#### 4. CUSTOMER SERVICE

The telephone number and address for your Customer Service depends on which Division of Zions Bancorporation, N.A. provides your Digital Banking:

<u>For Customers of:</u>	<u>Call:</u>	<u>Or write:</u>
The Commerce Bank of Oregon	(503) 548-1000	1211 SW 5th Avenue, Suite 1250 Portland, OR 97204
The Commerce Bank of Washington	(206) 292-3900	601 Union Street, Suite 3600 Seattle, WA 98101

## **5. AVAILABLE ONLINE AND MOBILE BANKING SERVICES**

With Digital Banking, you may enroll your Eligible Accounts and may then access their balances, transaction history and other information. You may also conduct the types of transfers described in the section below entitled "Transfers." You may also be able to use related services (e.g., Bill Pay, External Transfers and Digital Banking Wires) agreeing to Related Documents for those features.

The related service of Digital Banking Wires provides that all of your deposit accounts, now and in the future, that are eligible for Online Banking will be enrolled for wire services upon completion of the applicable application and/or other Related Document unless you unenroll one or more deposit accounts by calling the applicable Customer Service number above or executing a new application and/or other Related Document.

We may, from time to time, offer and introduce new electronic banking services. All current and future services will be governed by this Agreement and any service-specific Related Documents. Not all Digital Banking functions are available in every Channel.

## **6. PROTECTING YOUR ACCOUNTS: ERRORS & QUESTIONS; UNAUTHORIZED TRANSFERS; ACCESS CREDENTIALS; AND SECURITY PROCEDURES**

**6.1 Error Resolution Notice (Consumers Only)** – In case of errors or questions about your electronic transfers: call or write Customer Service 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 a statement or receipt. We must hear from you no later than 60 days after we sent or made available 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. If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days (5 Business Days for Visa® debit card point-of-sale transactions processed by Visa, or 20 Business Days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 Business Days (5 Business Days for Visa® debit card point-of-sale transactions processed by Visa, or 20 Business Days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of owner already had an established account with us before the affected account was opened.

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. Timeframes described herein may be different if your error or question does not claim unauthorized activity. You may ask for copies of the documents that we used in our investigation by calling Customer Service at the number listed above.

**6.2 Unauthorized Transfers and Limits on Your Liability (Consumers Only)**. Tell us AT ONCE if you believe any of your Access Credentials have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 Business Days after you learn of the loss or theft of your Access Credentials, you can lose no more than \$50 if someone used your Access Credentials without your permission. If you do NOT tell us within 2 Business Days

after you learn of the loss or theft of your Access Credentials, and we can prove we could have stopped someone from using your Access Credentials without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by Access Credentials, debit card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was sent or made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

**6.3 Protect Your Access Credentials.** Your Access Credentials are used to gain access to Digital Banking and must be kept confidential at all times. For your protection, we strongly recommend you change your Access Credentials regularly (at least every 60 days). It is recommended that you memorize your Access Credentials and do not write them down. You are responsible for keeping your Access Credentials, account numbers and other account data confidential. (For Business Customers, references to “your Access Credentials” include Access Credentials that are issued to or by your Authorized Users. Access Credentials issued to your Authorized Users are subject to your obligations under this Agreement, and therefore their use and confidentiality are your responsibility.)

If you have a consumer account that has been linked to a Business Digital Banking profile, we may but have no duty to require you to enter Access Credentials for Business Digital Banking plus separate Access Credentials (e.g., for Personal Digital Banking) before granting access to your consumer account in the Business Digital Banking Channel.

**Note: Some software may store Access Credentials to facilitate future access to websites or mobile applications. For security reasons, you agree to disable those features.** You may, however, store data required by biometric identification systems (e.g., fingerprint or facial recognition) that may be supported by our Digital Banking service.

You warrant that you have not and will not (1) use any software, computer or Mobile Device whose security features have been modified or disabled (including using any “jail broken” mobile device), or (2) use any disposable mobile device (e.g., “burner phone”). Such use can cause security and other problems, and you agree to indemnify and hold us harmless from any damage or loss suffered by us, you or any third person that results from such use.

If you use a third-party service to access Digital Banking on your behalf (e.g., a third-party aggregation service for downloading account data), and for which you share your Access Credentials, that third-party service shall be your agent (not ours). You and your agent shall be solely responsible for, and you shall indemnify and hold us harmless from, all use, misuse, loss or disclosure of your Access Credentials or personal data, and any transactions by that service, its employees or subagents or unauthorized persons.

**For Mobile Banking.** Your Digital Banking Access Credentials are also your *primary* Access Credentials for Mobile Banking, regardless of which Channel you enroll in first. For Mobile Banking, we may also permit you to use “alternate” Access Credentials that we make available. Alternate Access Credentials may include, but are not limited to, biometric identification (e.g., fingerprint or facial recognition) that may include any Mobile Banking functionality, including funds transfers. Commercially reasonable types of alternate Access Credentials methods can be added, removed, substituted, or changed by us from time to time without prior amendment of this Agreement. Alternate Access Credentials may not be available for all Mobile Devices, functionalities, types of accounts, or classes of Mobile Banking.

If you elect to use an optional biometric identification procedure that is performed on your Mobile Device or via a third-party service selected by you, then we can accept and act upon identity authentication communicated to us from that Mobile Device or service, and we can grant access to your Mobile Banking without further action or responsibility on our part to confirm your identity.

**Important Note: If any other person’s biometric information becomes associated (with or without your knowledge) with a Mobile Device that you or your agent have registered for biometric identification, then that other person’s biometric information shall be one of your Access Credentials and you are authorizing that**

**person to transact in your Mobile Banking service. Enabling biometric identification on a Mobile Device that is shared with or may be used by another person is strongly discouraged. It is your sole responsibility to understand and agree that upon signing in with proper Access Credentials, after a new biometric has been added, any individual associated with the newly added biometric will be able to access and move money through Mobile Banking unless the newly added biometrics are disabled under the “Settings” of the applicable Mobile Device.**

**For Business Customers:** See also the subsections of this Agreement entitled “Your Customer System Administrator (CSA); Roles and Responsibilities” and “Your Authorized Users,” located in the section below entitled “Business Digital Banking Additional Terms.”

#### **6.4 Security Procedure, Additional Security Tools and Your Responsibilities --**

**Agreed Security Procedure.** You agree that Digital Banking’s requirement for entry of valid Access Credentials, consisting of either (1) Username and password, or (2) your biometric identification (e.g., fingerprint or facial recognition) in a Mobile Banking Channel, is a commercially reasonable “security procedure” for verifying the identity and authority of a person accessing or using Digital Banking, and verifying the authenticity and authorization of Communications made in your name to Digital Banking (the “**Agreed Security Procedure**”). However, you agree and acknowledge that: (i) you will not use personally identifiable information (such as, Social Security Number, Employer Identification Number, etc.) or private financial information (such as, account number, debit card number, etc.) as part of your Access Credentials; and (ii) we only recognize case sensitivity (so recognize both upper and lower case) for passwords and therefore you cannot use case sensitivity for Company ID, Login ID and/or Username. Further you agree and acknowledge that if we deem, in our sole discretion, that any part of your Access Credentials breach the foregoing prohibitions, then we may request that you reset your Access Credentials accordingly before accessing Digital Banking, regardless of how long you have been accessing and/or using Digital Banking with your Access Credentials. By entering into Related Documents for specific functions (e.g., Digital Banking Wires), you and we may establish additional or alternate Agreed Security Procedures for those specific functions. Your assent to Digital Banking security procedures is for purposes that include, but are not limited to, Uniform Commercial Code Article 4A, Funds Transfers, Part 2.

“**Communications**” include Orders and any electronic communication between us using the Digital Banking service itself (including, but not limited to, submitting, or acknowledging Orders for payments, amendments and cancellations of Orders, electronic messages to Digital Banking’s messaging center, your customer profile updates, entering into and accepting Related Documents, and a business Channel CSA performing self-administration functions).

Communications shall be deemed made in your name if made using your Access Credentials. You agree and warrant that you have reviewed and determined that the foregoing Agreed Security Procedure is commercially reasonable for your needs, including but not limited to the size, type, and frequency of Communications (including Orders) that you will normally send to us. You agree that we, acting in good faith, are entitled to receive, act upon, execute and rely upon any Communications (including Orders) that is verified by the Agreed Security Procedure, that such verified Communications (including Orders) shall be effective as your Communications (including Orders), and that you shall be bound by such verified Communications (including Orders) even if they were not in fact authorized by you. We shall have no obligation to further investigate the authenticity of any Communications that are verified through the Agreed Security Procedure. (**For Consumer Customers:** this paragraph is limited by (i) applicable consumer protection laws (including Regulation E), and (ii) the consumer protection terms and disclosures set forth in this Agreement, your Account Agreements, and your Related Documents.)

After accepting this Agreement, each subsequent use of Digital Banking by you shall constitute a reacceptance and a reaffirmation of your ongoing agreement and warranty that the Agreed Security Procedure remains commercially reasonable for your needs. If our mutual reliance on the Agreed Security Procedure is not (or ceases to be) commercially reasonable for your security needs, then do not enroll (or immediately terminate your enrollment) in Digital Banking.

**Additional Security Tools.** You further agree to enroll in (or, for businesses, to configure through your CSA's self-administration) such additional security tools as we may make available from time to time for Digital Banking, or specific features of Digital Banking. For example, for both business and consumer customers, we require you to use one-time passcode ("OTP") as part of our MFA process. For security reasons, we strongly recommend that you provide us with a valid mobile number in connection with a device that is SMS enabled. We reserve the right to delay or refuse a transaction or feature in Digital Banking if and when required, you do not have a valid mobile number, in connection with a device that is SMS enabled, on file.

Another example of additional security tools, Digital Banking in business Channels can be configured to require that certain Orders must be initiated and approved using the separate Access Credentials of two Authorized Users ("**Dual Authorization**" or "**Dual Auth**"). You agree and acknowledge that we may ask for additional Access Credentials, such as OTP, from either or both Authorized Users even though the payment order or other feature within Digital Banking is configured for Dual Auth. Also, you agree and acknowledge that any transactions or features that have been enabled by you for Dual Auth will fail in the event the approval by the applicable user is not provided properly and timely within Digital Banking or there is a failure by the business to properly entitle a user to be an approver for the applicable transaction or feature. Further, you agree and acknowledge that we will not be liable in any manner whatsoever in the event of such failure. We also offer certain transaction alerts.

Additional security tools are not part of the "Agreed Security Procedure" that we must satisfy to verify the authenticity of your Communications to us. However, if you choose to not use an additional security tool (such as Dual Auth) that we make available to you, then you release and hold us harmless from any loss that you or we may suffer to the extent that such loss could have been detected, prevented, reduced, or recovered by your use of that additional security tool. (Note: the foregoing release and hold harmless provision shall not arise from your decision to not use Positive Pay, or ACH Positive Pay. However, we strongly recommend that you use Positive Pay, and ACH Positive Pay as part of your internal controls. We may contend in court that your failure to do so was negligent and a proximate cause of an experienced loss.)

**Other Responsibilities.** If a Communication is not verified pursuant to the Agreed Security Procedure, but we can establish that the Communication originated from you, your Authorized User, or your other agent, or was originated to or for your benefit, you shall nevertheless be bound by that Communication. We shall have no liability to you if, despite verification by the Agreed Security Procedure, we delay or do not process a Communication that we in good faith believe or suspect might not be authentic or authorized. We have the right, but no obligation, to present you with MFA to help further authenticate the transaction or feature request, and to deny service if you are unable to provide an appropriate response to our satisfaction at that time. Digital Banking and its security procedures are not designed, and we have no duty, to detect errors in the transmission or content of your Communications to Digital Banking. You are solely responsible for the accuracy of your Communications.

**Duty to Review Accounts and Report Discrepancies.** In addition to your duties under the law, your Account Agreements, and your Related Documents, you agree to use Digital Banking to frequently review activity in your Eligible Accounts, and to IMMEDIATELY notify us of any discrepancies, including but not limited to any erroneous or unauthorized transactions. We often can stop or recover transactions that Digital Banking reports as still pending or processing, return or recover transactions that are still in the process of final settlement, or recover funds that have been sent but not further transferred by the recipient (but we do not promise we can or will do so). Therefore, your duty to exercise ordinary care may include using Digital Banking to review your Eligible Accounts on a daily basis. We may deem your failure to frequently review and immediately notify as a proximate cause of an experienced loss. You also agree to frequently check Digital Banking's messaging center for notices from Bank. (For Customers using Business Digital Banking: see additional responsibilities in the Subsection below entitled "Monitoring Your Digital Banking Accounts.")

## 7. ACCESSING YOUR ELIGIBLE ACCOUNTS

**7.1 Functions.** When you access Digital Banking, you will see a menu of currently available functions (e.g., view balances; view or search for transactions; locate branches; execute specific types of internal or external funds transfers; mobile remote deposit capture; etc.). From time to time, with or without prior notice, we can add, modify and delete particular access protocols, features and functionality, the menus, the Website and the Mobile Banking Software. Not all Digital Banking functions are available in every Channel.

We reserve the right to refuse to make any transaction that you may request through Digital Banking.

Information on transfers to or from your Eligible Accounts will be reflected on your statements for those accounts and may be available to you through Digital Banking. We are not required to provide you with any other notice of the receipt, transmittal, execution or debiting of such transfers.

**7.2 Service Availability.** We use reasonable efforts to make Digital Banking available with minimal interruptions. Digital Banking may be temporarily unavailable for regular or emergency system maintenance. We will endeavor to have scheduled maintenance occur during non-peak hours, but we may conduct maintenance at any time. In addition, your accessibility to Digital Banking may be interrupted because of conditions or other causes beyond our control, including outages in Internet or telecommunications availability, emergency conditions, or to allow emergency personnel to use the communication networks. We will use commercially reasonable efforts to re-establish service in those instances, but we do not promise Digital Banking will always be available for your use. We do not guarantee functionality of Digital Banking through all web browsers or on all Mobile Devices, on all communications networks, in all geographic regions, or at all times. In no event, regardless of cause, shall we be liable to you for unavailability of Digital Banking, or your inability to access the service or to execute its functions.

**7.3 Electronic Mail.** Sending email is one way to communicate with us. You may use email to ask general questions and to provide feedback to us. However, you cannot use email to initiate transactions on your Eligible Account(s). For your security, please do not include any sensitive information (e.g., account numbers) in emails to us. In Digital Banking, you may include sensitive information using the Secure Message feature.

**7.4 New Functions.** We may, from time to time, offer and introduce new functions in Digital Banking. By using these functions when they become available, you agree to be bound by applicable law and all rules we communicate for those functions. Using the new function may require acceptance of a Related Document.

### 7.5 Fees.

**Consumer Channels.** Currently, we charge no fees for accessing your Eligible Account(s) through the consumer Channels of Digital Banking. Please note, however, that fees may apply to certain transactions performed while using Digital Banking. Those fees are either (a) stated in your separate fee schedule disclosures for the affected Eligible Account (e.g., the fee to stop payment on a check, or the cash advance fee to transfer funds from a credit card account to a deposit account); or (b) displayed within the Digital Banking service itself when you request the transaction but before the fee is actually incurred (e.g., the fee for expedited delivery of a Bill Pay, or the fee for a mobile remote deposit capture). Note, if we consent to enrolling or linking your consumer Eligible Account in a business Channel, it may incur the fees applicable to the business Channels of Digital Banking.

**Consumer and Business Channels.** Fees may be assessed by your internet or mobile communications service provider. You are responsible for all fees and charges that you may incur to any communications service provider or any other third parties. We reserve the right to add or change fees for Digital Banking after sending prior notice. See the Subsection below entitled "Changes to Fees or Other Terms."

**Business Channels.** You agree to pay the fees separately disclosed for enrollment in, or transactions in, the business Channels of Digital Banking. Such disclosures may include but are not limited to the fee schedules governing your enrolled Eligible Accounts, applications for enrolling your business or any Eligible Account in Digital Banking, and notices displayed within the Digital Banking service itself.

**7.6 Equipment and Communication Providers.** You are responsible for obtaining your own equipment, software, and internet and/or mobile communications service providers. We are not a party to, and we have no duty, liability, or responsibility in connection with (i) your internet or mobile communications service provider agreement, or (ii) any hardware, software or other any product or service you may purchase from others relating to your use of Digital Banking. This Agreement does not amend or supersede any agreements that you have with third parties (such as your Mobile Device supplier and your mobile communications service provider), and you remain subject to all terms, fees, costs, other charges, limitations, and restrictions in those agreements with third parties. Your hardware, software and communications providers are responsible for their products and services. You agree that any problems you may have concerning those companies' products, services or agreements shall be resolved by you directly with them, and without involving us.

Your hardware, software and/or communication services may become subject to unauthorized tracking, "hacking," data disclosure or other manipulation by malware such as spyware, viruses, or other malicious code (e.g., "Ghost" which can take control of infected Mobile Devices). We are not responsible for advising you of the existence or potential effect of any malware. Your choice, downloading, installation and use your hardware, software and communication services are at your own risk. Except as may be prohibited by applicable law (such as Regulation E for certain consumer transactions), you agree that we have no liability for, and you shall indemnify and hold us harmless from, any losses suffered by you, us or by third parties as a result of compromises in the security of your hardware, software or communication services.

At any time, we reserve the right (but shall have no duty) to limit access to any Digital Banking Channel or function to only those customers who use specific security procedures, hardware, software, or communication services (collectively "controls"). Our specification of required controls shall not constitute a representation or warranty that they (a) are sufficient for your security needs or will prevent any particular security compromise, or (b) be compatible with your procedures, hardware, software or communication services. We have no duty to review your security, identify deficiencies or make recommendations.

**7.7 Export Controls.** Software programs (including VPN software), materials, tools, and technical data may be subject to U.S. export controls or the trade laws of other countries. You agree to comply with all export control regulations. You, not we, have the responsibility to obtain any applicable licenses to export, re-export, or import. You agree not to export or re-export to entities on the most current U.S. export exclusion lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export laws.

**7.8 Mobile Banking License Rights Generally.** For your use of Mobile Banking Software, we and our licensors (or other third-parties who have directly or indirectly granted rights in those software systems and programs) require your agreement to certain license rights arrangements and/or end-user agreements ("**Licenses**"). By enrolling in portions of Mobile Banking relating to those software systems and programs, and by downloading and installing Mobile Banking Software, you accept the terms and conditions of those Licenses. You agree that we are intended to be a third-party beneficiary, but not an obligor, of your rights and duties with those licensors and third-parties. . We, our licensors and above third-parties reserve all rights not granted to you in this Agreement and under the terms of such Licenses.

You agree to delete all such software from your Mobile Device(s) promptly if the Licenses or this Agreement terminate for any reason. We reserve the right to change, add to, or terminate services with our third-party Mobile Banking Software providers, to substitute different Mobile Banking Software providers, and to enter into or arrange for the provision of Mobile Banking Software by other licensors and third-parties.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR THE AGREEMENTS GOVERNING THE TERMS OF ANY LICENSE RIGHT RELATING TO THE USE OR OPERATION OF THE DIGITAL BANKING SERVICES OR MOBILE BANKING SOFTWARE, THE DIGITAL BANKING SERVICES AND MOBILE BANKING SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR

SECURITY, OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY, COMPLETENESS OR SECURITY. YOUR USE OF THE DIGITAL BANKING SERVICE AND MOBILE BANKING SOFTWARE, AND ANY MATERIAL OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED VIA THE DIGITAL BANKING SERVICE, IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

## 8. TRANSFERS

**8.1 Types of Transfers Allowed.** You can transfer funds from your Eligible Accounts (a) to your other Eligible Accounts or to another person's eligible account with us (collectively "**Internal Transfers**"), or (b) to your Loan Accounts ("**Internal Payments**"). You may also be able to transfer funds from eligible loans or credit cards to your deposit accounts ("**Internal Advances**"). Also, for consumer customers only, you may be able to enroll an external deposit account ("External Account"), with or without agreeing to a separate Related Document, in order to make a transfer from one or more of your Eligible Accounts to a deposit account held outside of the Bank, which includes an account held at a Division of the Bank, that is held by you or a third party (provided that you are authorized to transact on the account), or make a transfer from your deposit account held outside of the Bank to a Deposit Account ("**External Transfers**"). Not all types of transfers may be available in all Channels of Digital Banking. Details of your transfers will be available through Digital Banking and listed on your regular account statements.

We have the right to establish, without prior notice, limitations on the amount or number of Internal Transfers and External Transfers. Unless otherwise required by law, we may also without prior notice increase, decrease, or remove such limitations at any time, and we are not obligated to enforce our limitations for any particular Internal Transfer or External Transfers.

You may also make Internal Payments to Loan Accounts. These Internal Payments will be credited to the designated Loan Account as regular payments. Please refer to your Loan Account's agreement(s) for information on how regular payments are applied. For some Loan Accounts you may be permitted to make principal-only payments. Which Loan Accounts will accept principal-only Internal Payments is subject to change from time to time without prior notice but will be reflected in the features available each time you sign in to Digital Banking. Principal-only payments will not satisfy scheduled payment due requirements. Prior to making a payment to pay off a Loan Account, please contact your Division's Customer Service to obtain the payoff amount. We cannot guarantee that estimated payoffs will satisfy the loan terms of the Loan Account.

**8.2 Availability of Funds and Cut Off Times.** Internal Transfers and Internal Payments ordered before the daily cutoff time will be processed on that day, and available balances in your Deposit Account(s) will be adjusted immediately and available for subsequent (a) ATM transactions, (b) PIN-based Debit Card transactions, (c) withdrawals at the branch teller, and (d) payment of checks or other debits as applicable to your Deposit Account(s). Please refer to your Account Agreement(s) for information on how regular payments will be credited to a designated Loan Account. For incoming transfers from an External Account, we will make the funds available by the end of settlement date.

For Internal Transfers and Internal Payments, the cutoff time is 9:00 p.m. Pacific Time on any Business Day. For External Transfers, the cutoff time is 4:00 p.m. Pacific Time. Any External Transfer request on and after the cutoff time or not on a Business Day, will be deemed to be requested on the next Business Day.

Internal Transfers, Internal Payments and Internal Advances ordered after the daily cutoff time, or not on a Business Day, are ordinarily posted to your Eligible Accounts on the next Business Day. However, available balances in your Deposit Account(s) are adjusted immediately and available for subsequent (a) ATM transactions and (b) PIN-based Debit Card transactions.

Any Internal Transfer to a Deposit Account may require up to one full Business Day before the funds are available for subsequent non-PIN based Debit Card transactions. Internal Payments made to an enrolled credit card may take up to two Business Days to post, but the credit will be effective as of the date the transfer was initiated. If the available balance in a transferring account is insufficient at the time of a scheduled transfer, these transactions may overdraw your account and result in fee (as disclosed for your Eligible Account).

**8.3 Canceling an Internal Transfer, Internal Payment, Internal Advance, or External Transfer.** You may schedule one-time and recurring Internal Transfers, Internal Payments, Internal Advances, or External Transfers. You may cancel any one-time or recurring Internal Transfer, Internal Payment, or Internal Advance if you do so at least one Business Day prior to the scheduled transaction processing date (for External Transfers that would be two Business Days prior to the scheduled delivery date). Scheduled one-time and recurring Internal Transfers, Internal Payments or Internal Advances can only be canceled by placing a request through your Digital Banking, or by calling your Division's Customer Service. You may NOT cancel any immediate Internal Transfer, Internal Payment, Internal Advance, or External Transfer requests. An External Transfer CANNOT be canceled once it is in process. (An

"immediate" transaction is one that you schedule to begin processing immediately at the time of your instruction, rather than on a future date.)

**8.4 Insufficient Funds.** If your Eligible Account has insufficient funds to complete all of the day's transactions (including ATM withdrawals, preauthorized transactions, Internal Transfers, Internal Payments, and Bill Pay payments, etc.) that will process for a given Business Day, then certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority. If an Internal Transfer or Internal Payment would result in an overdraft of your Eligible Account, we may in our sole discretion honor the transaction and create the overdraft or cancel the transaction. In addition, you will be charged any applicable overdraft fees (as disclosed for your Eligible Account).

External Transfers are subject to the availability of sufficient funds at the time the transaction is posted. If enough funds to complete the transaction are not available, the Bank may, in its sole discretion, honor the transaction and create the overdraft, or cancel the transaction. In either case, we may charge a non-sufficient funds (NSF), overdraft, or similar fee for transactions processed that overdraw your account. Also, if we know or receive notice that funds in your Deposit Account are needed to satisfy an obligation such as the payment of a cashier's check or the payment of a debit initiated at a point-of-sale terminal, we may place a hold on those funds, making them unavailable to for an External Transfer, until the final settlement date when the funds are withdrawn to pay the obligation.

**8.5 Enrollment of an External Account.** Not all accounts are eligible for External Transfers. Only personal checking, savings, or money market accounts are eligible for enrollment (business, corporate, or organization accounts are not allowed). We reserve the right to limit transfer eligibility to certain types of accounts and to change such eligibility from time to time.

Also, in order to facilitate the transfer of funds to or from an External Account, you must complete the account verification process. You must know the account number, third party financial institution name and the routing number to initiate the verification process. As part of the process, we will be making two deposits to and one withdrawal from your External Account; you must have access to the External Account to verify the amounts of the

test deposits and withdrawal to complete the verification process. Further, you understand and agree that the one withdrawal of the two trial deposits to your External Account may count towards any transactions limitations the financial institution imposes on the External Account.

It is important to note that if the External Account you are attempting to verify is designated by the Federal Reserve Board's Regulation D as a "savings account", such as a money market account, then it may be subject to limits on the number of transfers and withdrawals allowed per month. If you are unsure whether your External Account is subject to withdrawal limits, then please contact the financial institution holding the External Account. If at any time withdrawals from the External Account exceed the number allowed for the month, your financial institution may charge and/or contact you.

Further, all External Transfers are Automated Clearing House (ACH) transactions and as such you and each External Transfer are subject to the National Automated Clearing House Association (NACHA) Operating Rules then in effect. Not all types of accounts are eligible for ACH transfers. You may be subject to penalties by the third-party financial institution, or may suffer negative tax consequences, for certain transactions involving retirement (401k, IRA, etc.), savings trust loans, custodial and other types of accounts. It is your responsibility to verify with the third-party financial institution any restrictions regarding transfers to or from any External Account that you enroll.

**8.6 Bank Limitation of Liability of External Transfers.** The Bank shall not be liable for errors due: (i) to your Deposit Account or External Account containing insufficient funds to make the External Transfer, (ii) to the third-party financial institution holding the External Account mishandling or delaying the processing or posting of the External Transfer funds; and (iii) to you providing us with incomplete or incorrect information for the account verification process for an External Transfer.

**8.7 ACH Terms for External Transfers.** You agree and acknowledge that when you use Digital Banking to initiate an External Transfer that you authorize the Bank and/or its service provider, to initiate an ACH transaction to your account. You agree and acknowledge that the origination of all ACH transactions to your External Account or Deposit Account must comply with U.S. law.

You agree and acknowledge that the Bank is not required to give you next-day notice after the Bank's receipt of any ACH credit for a rejected or returned transfer request, instead notification is sufficient by posting the re-credited amount to the applicable deposit account held at the Bank used for the debit and listing it on your deposit account statement.

There is an ACH rule that makes payment of an ACH credit entry provisional until the financial institution, which holds the deposit account that is credited for the ACH credit entry, is in receipt of final settlement for such ACH entry. You specifically agree and acknowledge that you have received notice of this ACH rule. Further, if there is no final settlement, then the financial institution will be entitled to a refund from the person who authorized the ACH credit entry and you will not be deemed to have paid the amount of the ACH credit entry. For example, if you initiate an External Transfer request where funds are coming from your external deposit account held at another financial institution in order to be credited to your Deposit Account held at the Bank and the Bank credits you the amount of the external funds transfer request and you do not have the money in your External Account held with your financial institution to settle the External Transfer request, then we may debit your Deposit Account in the amount of the ACH credit entry and you will not be deemed to have paid the External Transfer request.

We are not responsible for detecting any errors in any transfer requested by you through Digital Banking. You are responsible for the content of any transfer instruction and the Bank may rely upon the information you provide to the Bank when processing the transfer instruction. The Bank and any other financial institution may rely solely on the account numbers and bank identifying numbers that you provide to the Bank regardless of whether or not you also provide the name of the account holder or the name of the financial institution. We and other financial institutions processing your transfers have no responsibility to identify or investigate any discrepancy between names and account numbers. Also, your obligation to pay the amount of any transfer request will not be excused

in circumstances where your transfer request describes the name and account number inconsistently or the name and identifying number of the financial institution inconsistently.

## **9. ALERTS**

The Alerts is a convenient feature that allows: (1) you to set up alerts in order to notify you of certain events and information that are of interest to you, such as balance information, failed transfers and reminders; and (2) for the Bank to push necessary service, authentication and fraud information or tools to you in connection with Digital Banking.

Alerts can be pushed to you in one or more of the following ways: (1) by email to the email address(es) that you have provided as part of your enrollment into Digital Banking; (2) by delivery into your Digital Banking Alerts inbox; (3) by SMS text messages to your designated Mobile Device(s); and (4) by push notifications through your Mobile Banking app on your Mobile Device(s) (you can control mobile push notifications through your settings on your Mobile Device). If you do not designate a delivery method, provide a designated device or your designated delivery method is no longer available, then the Bank will send necessary Alerts to your Alerts inbox and primary email address.

You agree to provide us a valid email address in order to receive timely notification Alerts from us. For security reasons, we strongly recommend that you provide us with a valid mobile number in connection with a device that is SMS enabled. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising in any manner from you providing us a phone number, email address, or other electronic delivery location that is not your own or that you provide in violation of applicable federal, state or local law, regulation or ordinance. Your obligations under this paragraph shall survive termination of this Agreement.

You agree that the Alerts are subject to the terms and conditions of your agreements with your service provider(s) and that you are solely responsible for any fees imposed for an Alert by your service providers. By selecting Alerts delivery to a Web-enabled mobile or cellular device, you agree to receive Alerts through that device. Message and data rates may be imposed by your service provider. The frequency of Alerts delivered to your mobile or cellular device depends upon the frequency of events triggering requested types of Alerts.

You agree that any CSA may be sent Alerts that: (i) we deem appropriate in our process of giving notice to our business customer(s), such as updates to one or more Digital Banking services or features, confirmation of recent activity, changes in user profiles, etc., and (ii) are a courtesy copy of an Alert generated on behalf of another user within the business profile. The foregoing types of Alerts may cause a CSA to receive additional Alerts and therefore the CSA may incur additional data or message fees imposed by the CSA's service provider. Each CSA can elect to manage the delivery methods of these Alerts.

Any information related to Available Balance(s) in your deposit account(s) are not delivered in real time and therefore may not reflect all transactions that you have authorized. Also, there may be a delay in sending you an Alert as a result of our nightly processing system and therefore we make no promises that any Alerts will be delivered at the times requested. As a result of the foregoing, we cannot warrant the accuracy of the Available Balance information in an Alert.

The Alerts are not encrypted and may include personal or confidential information about you and your transactions, such as your name and account activity or status. Anyone who has access to your messages could view the Alert information. You agree and acknowledge that you are responsible for safeguarding your mobile device, e-mail and access credentials to Digital Banking. You must not use any sensitive numbers or words when nicknaming the accounts for which you request Alerts. In the event you want to communicate with us in an encrypted manner, please use our Secure Messages feature.

You agree and acknowledge that the Bank is not responsible in any manner whatsoever for losses or damages arising from: (1) any non-delivery, delayed delivery, misdirected delivery, or corruption of an Alert, (2) inaccurate,

untimely, or incomplete content in an Alert; (3) your reliance on or use of the information provided in an Alert for any purpose; or (4) any other circumstances beyond our control.

Further, you agree and acknowledge that the Bank is not required to continue to provide the current Alerts feature at all times and may, in its sole discretion, cease providing one or more types of Alerts at any time without notice, which may require you to re-start one or more Alerts.

Finally, you agree and acknowledge that the Alerts feature is not a substitute for you maintaining accurate records of the amount of funds in your deposit account in order to determine your Available Balance. Also, you agree and acknowledge that the Alerts feature must not be used as a method to avoid: (i) overdraft(s); (ii) Insufficient Funds Fee(s); (iii) Continuing Overdraft Fee(s); and/or (iv) late fees and other related charges. Further, you agree and acknowledge that Alerts are not a substitute for your deposit account statements or any other notice we send you about your deposit accounts and such statements and notice remain the official records of your deposit accounts.

#### **10. DOWNLOADING TO PERSONAL BANKING SOFTWARE**

You may download account information from your Eligible Accounts using personal banking software that we from time to time elect to support (e.g., Quicken® and QuickBooks®). You are responsible for obtaining and maintaining that personal banking software. You must use the versions that are currently supported by us and the personal banking software vendor (e.g., which shall include the most recent version and may, but it is not required to, include one or more prior versions). We are not required to notify you when the provider(s) of supported personal banking software release updates. We shall not be liable for incorrect information or misapplication of information resulting from the downloading process or the use of such personal banking software. We may charge fees as described in the fee schedule governing your affected Eligible Accounts. Please note that other fees may be assessed by your internet service provider or personal banking software provider.

#### **11. STOP PAYMENT OF CHECKS (ONLINE BANKING ONLY)**

You may stop payment on a single check through Digital Banking. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee (or such lesser combination as we may specify at the time). You may stop payment on any item drawn on your account whether you signed the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. Our stop-payment cutoff time is one hour after the opening of the next Business Day after the Business Day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item). Stop payment fees for your applicable account will apply.

#### **12. MOBILE REMOTE DEPOSIT CAPTURE**

**12.1 The Deposit Service.** The mobile remote deposit capture feature of Mobile Banking (the “**Deposit Service**”) allows you to make deposits to your eligible checking, savings, or money market accounts with us using your camera-enabled Mobile Device. That device must be capable of capturing check images and information, and electronically delivering the images and associated information through the Mobile Banking Software to us or our designated processor. The Mobile Device must capture an image of the front and back of each check to be deposited, including the magnetic ink character recognition line on each check, and such other information as required by this Agreement or applicable law. Such other information includes, but is not limited to, certain technical information such as your IP Address, Mobile Device identifier, and may also include your longitude and latitude at the time the image is transferred to us.

**12.2 Eligible Items.** You agree only to capture images of “**checks**” as that term is defined in Federal Reserve Regulation CC (“**Reg. CC**”). When the image is converted to an Image Replacement Document for subsequent

presentment and collection, it shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

**You agree to not capture images of any of the following types of checks or other items which shall be considered ineligible items:**

- a. Checks payable to anyone other than the owner of the account into which it is being deposited;
- b. Checks drawn on an account held with Bank (a check drawn on another Division is permitted) that you own solely or jointly, and/or you are an authorized signer on;
- c. Checks containing any unauthorized alteration;
- d. Checks payable jointly, unless deposited into an account with the names of all payees;
- e. Checks previously converted to a substitute check, as defined in Reg. CC;
- f. Checks drawn on a foreign bank and/or that are not payable in United States currency;
- g. Checks that are payable on sight or payable through drafts, as defined in Reg. CC, or are remotely created checks, as defined in Reg. CC;
- h. Checks that are undated, post-dated, or are dated more than 6 months prior to the date of deposit;
- i. Checks with any endorsement on the back other than that specified in this Agreement;
- j. Checks that have previously been deposited by any remote capture or physical delivery;
- k. Checks or items that are drawn or otherwise issued by the U.S. Treasury Department;
- l. Checks that have previously been returned unpaid for any reason;
- m. Travelers Checks;
- n. Checks payable to "Cash";
- o. Checks transmitted from outside the United States;
- p. Registered government warrants;
- q. Money Orders; or
- r. Checks that are prohibited by our current procedures relating to the mobile remote deposit capture feature, or which are otherwise not acceptable under your Deposit Account Agreement, or as we may otherwise determine in our sole discretion;
- s. Government checks of any type, state or federal. However, federally issued stimulus checks (only those checks intended to stimulate the U.S. economy) are eligible for the Deposit Service.

We may in our sole discretion, and without liability to you, refuse any check for any or no reason, or elect to take the check on a collection basis only. We reserve the right to charge back to your account, at any time and without regard to any chargeback deadlines, any item that we subsequently determine was an ineligible item. We are not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item

**12.3 Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Deposit Service as follows: sign the back of your check with your name and the words "**FOR MOBILE DEPOSIT TO [NAME OF YOUR BANK DIVISION]**" or as otherwise instructed by us. (See p.1 for a list of "Division" names). You agree to follow all other procedures and instructions for use of the Deposit Service as we may establish from time to time.

**12.4 Image Quality.** The image of a check or item transmitted to us using the Deposit Service must be legible and must comply with the requirements established from time to time by us, applicable law, or clearing house or association rule. We shall not be liable to you for failure to process or improperly processing any item for which you have not provided an accurate and legible image, and we reserve the right to reject any deposit.

**12.5 Receipt, Security and Errors in Transmission.** Use of the Deposit Service involves the electronic transmission of information across the networks of your wireless service provider and others that we do not operate or control. You accept the risk, and we bear no responsibility or liability, for the quality, privacy, security or act or actual delivery of wireless data transmissions, or the disclosure of information through such errors. An image of an item shall be deemed received when you receive a confirmation from us that we have received the image. Receipt of

such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account.

**12.6 Keeping and Destroying Checks After Imaging.** Upon your receipt of a confirmation from us that we received an image you transmitted, you agree to retain the check for no more than 30 calendar days from the date of the image transmission. After 30 days, you must destroy the check, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time you retain the check, you must (1) promptly provide it to us upon request, (2) keep it secure against loss, theft, misplacement or accidental redeposit or transfer, and (3) not intentionally or accidentally redeposit or transfer the item. You agree to indemnify us, hold us harmless, and defend us against any damages, claims or losses suffered or alleged by any person arising from the check (or a substitute check therefore) being deposited, negotiated, purchased, or transferred after your remote deposit. Intentional, knowing, or reckless use of the check after remote deposit may constitute fraud and/or criminal offense.

**12.7 Availability of Funds.** In general, if an image of an item you transmit through the Deposit Service is received and accepted before 7:00 p.m. Mountain Time (8:00 p.m. Central Time, 6:00 p.m. Pacific Time) on a Business Day that we are open, we consider that day to be the day of your deposit, subject to the other terms and conditions herein. Otherwise, we ordinarily consider that the deposit was made on the next Business Day we are open. Funds deposited using the Deposit Service will generally be made available the next Business Day after the day of deposit. We may delay the availability of your funds at our discretion if we deem it appropriate in accordance with our policies and procedures.

**12.8 Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we can reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to this Agreement, and we will not be obligated to allow such a deposit at other times. We will inform you of our current generally applicable standard deposit limits in a notice appearing within your mobile software at the beginning of each deposit session. Higher limits may be made available in our sole discretion for certain qualified accounts, but those higher limits (a) will not appear in the mobile software, and (b) may be revoked at any time by us for any or no reason without notice (in which case the standard deposit limits disclosed in the mobile software shall apply).

**12.9 Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in our sole discretion and subject to your Account Agreements.

**12.10 Termination.** We may suspend or terminate your use of the Deposit Service at any time without cause, but your prior representations, warranties and obligations shall remain in full force and effect. Without limiting the foregoing, your use of the Deposit Service may be terminated if you breach any term of this Agreement, if you use the Deposit Service for any unauthorized or illegal purposes, or you use the Deposit Service in a manner inconsistent with the terms of any other agreement you may have with us.

**12.11 Fees for Remote Deposit Capture.** A fee may be charged for using the Deposit Service. We may change that fee amount from time to time, but the current amount will be disclosed before you choose to submit your deposit transaction. You authorize us to deduct any such fees from any account in your name with us.

**12.12 User Warranties and Indemnification.** You warrant to us that:

- a. You will only transmit eligible items;
- b. Images will meet our image quality standards;
- c. You will not transmit duplicate items;
- d. You will destroy remotely deposited items, and not re-deposit or re-present any original item;
- e. All information you provide to us is accurate, true and correct;
- f. You will comply with this Agreement and all applicable rules, laws and regulations; and

- g. With respect to each check image that you transmit, you are deemed to have made any representation or warranty that would have applied had you deposited a paper check by other means;

You must indemnify and hold us harmless from any loss or damage arising from or in connection with breach of the foregoing warranties.

### 13. GENERAL

**13.1 Limitation of Liability.** Except as specifically provided in this Agreement, or where the law requires a different standard, you agree that we shall not be responsible for any loss, whether caused by us, by equipment or software, by internet service providers, by mobile communications service providers, or by any agent or subcontractor of any of the foregoing. **We shall not be responsible for any direct, indirect, special, or consequential, economic or other damages in connection with the Digital Banking service, or arising in any way out of the installation, use or maintenance of equipment or software, even if you have notified us or we are aware of the possibility of such damage.**

**Our obligations and your rights and remedies with respect to Digital Banking are set forth in this Agreement, and are exclusive, and any related services or products are provided "AS IS". WE HERELY DISCLAIM AND EXCLUDE ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, SECURITY OR NON-INFRINGEMENT.**

**For Consumer Customers:** If we do not complete an electronic fund transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages proximately caused by us as prescribed by the federal Electronic Fund Transfer Act and its implementing Regulation E. However, there are some exceptions to our liability. We will not be liable, for instance: (1) if, through no fault of ours, you do not have enough money in your account to make the transfer, or if the transfer would create an overdraft which would not be covered by or would exceed the credit limit on any overdraft protection account you have with us (or would exceed funds available in any deposit account that has been linked for overdraft protection); (2) if the funds you are attempting to transfer are subject to legal process or other encumbrance restricting such transfer; (3) if the electronic funds transfer system was not working properly, and you knew about the breakdown when you started the transfer; (4) if circumstances beyond our control prevent the transfer despite reasonable precautions that we have taken; or (5) if any other exception stated in this Agreement or other governing Related Documents or by law applies.

**For Consumer Customers:** We will disclose information to third parties about your account or the transfers you make:

- (i) Where it is necessary for completing transfers, or
- (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (iii) In order to comply with government agency or court orders, or
- (iv) If you give us your written permission.

**For Consumer Customers:** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at the number for your Division as set forth in Section 4 above or write us at the address for your Division as set forth in Section 4 above, in time for us to receive your request 3 Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**For Consumer Customers:** Our liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages proximately caused by us.

**13.2 Changes to Fees or Other Terms.** We reserve the right to change (amend, add, or delete) fees for Digital Banking, any term of this Agreement, and the Digital Banking service itself. We will send you such notice of those changes as may be required by law or by our other agreements with you.

Notices of new or increased fees will be provided at least twenty-one (21) days before the effective date of the change. Notice of other changes, if presenting an adverse impact to you or otherwise required by law, will be provided at least twenty-one (21) days in advance of the change's effective date, unless an immediate change is necessary in our discretion for exigent circumstances (e.g., maintaining the security of the system). If an immediate change cannot be disclosed before it is effective, we will provide any required notice within twenty-one (21) thereafter. By continuing to use the service after a change (or after the effective date of any prior notice), you are accepting the changes. Changes to fees applicable to specific Eligible Accounts are governed by their separate Account Agreements. Features and functionality may be amended without prior notice unless required by law.

**13.3 Suspension and Termination.** We reserve the right to suspend or terminate this Agreement, your access to Digital Banking, or Digital Banking itself, in whole or in part, at any time without prior notice except as required by law. In any event, sending twenty-one (21) days' prior notice shall be reasonable prior notice.

**If all your enrolled Eligible Accounts become closed, or if you do not access any of your Eligible Accounts and/or have an active feature or service (e.g., a recurring transfer) via Digital Banking for any consecutive one hundred twenty-day (120) period, your access to Digital Banking (including related services that you access through Digital Banking such as Bill Pay or eDocuments) may be terminated or suspended without prior notice.**

You may terminate your access and/or use of Digital Banking services at any time by calling or writing your Division's Customer Service. We shall have a reasonable time of two Business Days to act upon your notice of termination. If you are using Mobile Banking as part of our Digital Banking services, then you must also un-register your Mobile Device and remove the Mobile Banking Software.

**If you or we terminate your Digital Banking for any reason, any unprocessed transfers that you have scheduled through Digital Banking (or related services that you access through Digital Banking) will be canceled without notice.** All provisions of this Agreement which by their nature are intended to survive the termination of this Agreement shall survive such termination.

**13.4 Payment Account.** You may be asked to designate a payment account for selected related services (such as Bill Pay, or Digital Banking Wires) that you access through Digital Banking. You agree to pay promptly all fees and charges for services provided under this Agreement and authorize us to automatically charge your designated payment account. If you close the payment account, you must notify us and identify a new payment account for the selected services. Until you designate a new payment account, you authorize us to debit any other Eligible Account.

**13.5 Hold Harmless and Indemnification.** Except to the extent that we are liable under the terms of this Agreement or an Eligible Account's governing Account Agreement, you waive any claim against us and agree to indemnify and hold us, our directors, officers, employees, affiliates, and agents harmless from all loss, liability, claims, demands, judgments, and expenses arising out of or in any way connected with the performance of Digital

Banking. This indemnification is provided without regard to whether our claim for indemnification is due to the use of Digital Banking by you or your agents.

Without limiting the generality of the preceding paragraph, you agree to indemnify, defend, and hold harmless us, our parent company, affiliates, and subsidiaries, and our respective directors, officers, employees and agents, from and against every claim, damage, loss, liability and cost (including without limitation attorney's fees) of any kind which results directly or indirectly, in whole or in part, from: (a) any authorized or unauthorized use of your Access Credentials (except as may be otherwise provided by applicable consumer protection laws, including Regulation E); (b) your breach of this Agreement; (c) our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; (d) the actions or omissions of you, your agents or employees, including but not limited to inaccurate, ambiguous, or incomplete instructions to us; (e) any warranty that we are required or deemed to make to a third party in connection with your transactions; (f) your use or distribution of any equipment or software that is inconsistent with the license or sublicense that you receive; (g) actions, omissions, delays or failures to perform by third parties (including other financial institutions, the Federal Reserve, funds transfer systems, payment networks, beneficiaries/receivers, and service providers) none of whom shall be deemed our agent; and (h) any delay, alteration, or corruption in the transmission of information to us. This Subsection shall survive the termination of this Agreement.

**13.6 Foreign Transfers.** Digital Banking service does not support, and you will not attempt to use Digital Banking to make, foreign transfers or foreign currency transactions. Each time you use Digital Banking, you warrant that your transactions do not violate United States laws or regulations (including, but not limited to laws administered by the U.S. Treasury's Office of Foreign Assets Control ("OFAC")).

**13.7 Exclusive Use and Your Non-Assignment.** Digital Banking is furnished for the exclusive use of you and your Authorized Users. You shall not sell, assign, or transfer this Agreement or any materials furnished to you in connection herewith. You shall not resell any part of the Digital Banking service (including its related services) or use any of its features or functionality (e.g., Digital Banking Wires) for the benefit of anyone other than yourself. We may assign this Agreement without notice to you.

**13.8 Legal Notices and Other Communications by Us to You.** We may send you any required or voluntary written legal notice, or any other communication regarding Digital Banking, by (a) any method of delivery described above in your Consent to Electronic Disclosures, Communications and Records; (b) U.S. mail or commercial delivery service to your address as it appears in our records; (c) message printed on the periodic statement for any of your Accounts; or (d) any other commercially reasonable method and manner. Electronic messages to you shall be effective upon posting or sending. Email notices to you shall be effective upon being sent, even if blocked or returned by your system or your service provider. Notices to you by U.S. mail or commercial delivery shall be effective upon the earlier of actual delivery or three (3) Business Days after the notice is sent. Other notices to you shall be effective a commercially reasonable number of days after sending. If this Agreement or law does not

**You are responsible for notifying us and updating us of any change in your email address, your U.S. mail address, your physical address, or phone number.** For business customers using Digital Banking: notice to a CSA (e.g., your CSA's email address or by electronic message accessible via your CSA's Access Credentials) shall be effective notice to you; **your duty to update your contact information includes changes to any CSA's email address or phone number).**

**13.9 Notices by You to Us.** Formal legal notices by you to us regarding Digital Banking must be made by commercial delivery service or U.S. Mail delivered to the division with which you have your accounts:

The Commerce Bank of Oregon, 1211 SW 5th Avenue, Suite 1250, Portland, OR 97204

The Commerce Bank of Washington, 601 Union Street, Suite 3600, Seattle, WA 98101

Other types of notices by you regarding Digital Banking should be (1) posted to Digital Banking's electronic messaging center; (2) telephoned to Customer Service; or (3) delivered by commercial service or U.S. Mail delivered to Customer Service. You authorize us to act on your oral notices, but we may require you to promptly confirm any oral notice via Digital Banking's messaging center or delivery to the Customer Service address before such oral notice is binding.

**You must IMMEDIATELY notify us of any unauthorized or unrecognized transaction appearing in your Eligible Accounts, or of any compromise or potential compromise of any Access Credentials, by calling Customer Service.**

**13.10 Governing Law.** This Agreement will be governed by and interpreted in accordance with Federal law and regulations, and by the laws of the state specified in your Deposit Account Agreement as governing your Eligible Accounts (which is determined by which Division of Zions Bancorporation, N.A. holds your deposit accounts).

**13.11 Entire Agreement.** This Agreement, as supplemented by your Account Agreements and your Related Documents, constitutes the complete and entire agreement between you and us, relating to the subject matter of this Agreement.

This Agreement governs over any conflicting terms and conditions that you may have previously accepted during enrollment for Consumer Online Banking, Business Online Banking or Mobile Banking services. When you enroll in a new Channel, we may require that you re-accept this Agreement or an updated version hereof, applicable to all Channels in which you become enrolled. This Agreement incorporates the Related Documents for your services, including agreements for services that are available within Digital Banking but require separate enrollment and acceptance of terms (e.g., Bill Pay, External Transfers, and Digital Banking Wires).

#### **14. BUSINESS DIGITAL BANKING ADDITIONAL TERMS**

This Section and its Subsections pertain only to customers (whether businesses or consumers) who use our Business Digital Banking regardless of which Channel.

**14.1 Your Customer System Administrator (CSA); Roles and Responsibilities. You hereby fully authorize your Customer System Administrator (CSA) to act as your designated agent in all matters regarding the Digital Banking itself and transactions using Digital Banking.** You may designate more than one CSA. In all matters regarding your Digital Banking service, we shall be entitled to accept, rely upon and act upon, without further inquiry, any written, electronic, or oral instructions, directions, consents, waivers, and agreements that are received by us from any CSA. Each time and, when applicable, more than once in a session, we will require that your CSA be authenticated with an OTP and/or other Access Credential each time the CSA creates new Authorized Users or views or makes any changes to Authorized Users.

Each of your CSA's authority includes, without limitation, the power to:

- (A) amend the terms of your Digital Banking service application, or any instructions or specifications therein or pursuant thereto;
- (B) **accept, enter into or amend the terms of any Related Documents in connection with Digital Banking, including Addenda for additional functionality such as alternate method of accessing Digital Banking, specialized funds transfer services (e.g., Bill Pay, Digital Banking Wires, etc.), or linking your Digital Banking service with other customers' Digital Banking services;**
- (C) enter into or issue and deliver Related Documents and other instructions that, without limitation:
  - (i) designate optional service functions you wish to be activated;
  - (ii) set limits Digital Banking may allow you to impose (e.g., dollar limits) for certain functions;
  - (iii) designate Eligible Accounts accessible via your Digital Banking; and
  - (iv) designate one or more Authorized Users, and issue them Access Credentials, including, but not limited to, resetting passwords for Authorized Users with a temporary PIN, for using Digital Banking, subject to limits configurable by the CSA;

- (D) receive on your behalf, as your designated agent, any legal notices (including notices of amendment to or termination of this Agreement), transaction notices or disclosures from us in connection with Digital Banking.

Your CSA's authority also includes the power to: (i) designate, on your behalf, one or more additional CSAs for your Digital Banking service; (ii) issue additional Access Credentials for performing CSA functions; or (iii) unlock, lock, or reset multi-factor authentication, in event the CSA or Authorized User cannot interact with their email address or phone number associated with the multi-factor authentication tool. You are responsible for ensuring that: (i) Access Credentials for your Digital Banking service's self-administration functions are not issued to an Authorized User whom you do not intend to be CSA; (ii) all users have an accessible email address set forth in their profile within Digital Banking in order for the CSA to instruct Digital Banking to send a link to the user requesting a password reset; (iii) completely remove entitlements and profiles of users that are inactive or otherwise no longer authorized to act on behalf of and for you in connection with Digital Banking; and (iv) in order to ensure accuracy of entitlements each CSA will closely monitor the entitlements of each individual authorized, especially when there are upgrades, changes, etc. by us to the Digital Banking platform and/or when a new CSA or Authorized User is added, deleted, or otherwise modified by the CSA.

Your CSA's authority and Access Credentials shall remain in place until (a) you deliver formal written notice of revocation to us, (b) you notify us by calling the Customer Service phone number for your Division, or (c) that CSA's Access Credentials are revoked online by another CSA using Digital Banking service's self-administration functionality; but in each case we shall have a commercially reasonable time and opportunity to act upon that written notice or online revocation. In addition, we may revoke or refuse to accept your CSA's authority and Access Credentials in connection with Digital Banking at any time without prior notice.

**14.2 Your Authorized Users.** Through his or her Access Credentials, an Authorized User can access Digital Banking's functions, subject however to restrictions imposed by Digital Banking itself or by your CSA (as permitted by Digital Banking's self-administration functionality). Also, an Authorized User can edit the contact information, set forth in Digital Banking, that belongs to the Authorized User without the knowledge or permission of your CSA, unless the CSA specifically disables the entitlement for the particular Authorized User by selecting "No Access" in connection with "Edit User Profile." Limits on an Authorized User's access may include restricting an Authorized User to or from particular Eligible Accounts; to or from particular functions; dollar limits; viewing but not transacting in Eligible Accounts; transactions requiring prior or secondary authorization by another Authorized User. We may from time to time change the available types of limits.

An Authorized User is your agent for receiving notices from us regarding any transfer, transaction, or other instruction submitted to Digital Banking by that Authorized User or another Authorized User. That agency includes, but is not limited to, receiving (in paper or electronic delivery) any disclosures that we may be required by law to provide to you (including consumers) in writing.

You represent that each individual who is issued Access Credentials by your CSA, or by us at the request of you or your CSA, has general authority from you to view and transact in the Eligible Accounts associated with that person's Access Credentials (unless those credentials are limited to view only) and to otherwise exercise the capabilities associated with that person's Access Credentials

An Authorized User's Access Credentials shall remain in place until (a) you deliver formal written notice of revocation to us, (b) you notify us by calling the Customer Service phone number stated in this Agreement, or (c) those Access Credentials are revoked online by a CSA using Digital Banking's self-administration functionality; but in each case we shall have a commercially reasonable time and opportunity to act upon that written notice or online revocation. In addition, we may revoke or refuse to accept any User's Access Credentials at any time without prior notice. Authorized Users may be allowed to change their Access Credentials. However, once an Authorized User has been deactivated, the Username cannot be used again. Any reactivation of a previous Authorized User will require a new Username.

### **14.3 Additional Function -- Automated Clearing House ("ACH") Service.**

**Scope.** Subject to credit and other approvals by us, credit limits established by us, and your acceptance of required Related Documents, you can use the business Online Banking Channel of Digital Banking to submit files to originate the type of ACH transfers ("Entries") of Employee Direct Deposit transactions for payroll purposes.

**NACHA Rules.** You agree to comply with the Operating Rules and Guidelines of the National Automated Clearing House Association ("NACHA") as amended from time to time (collectively the "Rules") and applicable law. You and we are bound by the Rules for all Entries, whether or not an Entry is sent through an automated clearing house. You can obtain a copy of the current Rules at <https://www.nacha.org> or by telephoning NACHA at (703) 561-1100. As used in this Agreement, "Entries" includes both the meaning provided in the Rules and also entry data you submit from which we may prepare Entries.

You must submit your Entries to us in the manner we designate, including any terms or instructions that may be presented to you on-screen when submitting Entries. Unless we have otherwise agreed in writing after credit underwriting, you must submit ACH Entries 1 Business Day prior to the payment date.

**Funding.** All ACH credit files must be pre-funded unless otherwise agreed in a separate writing signed by us. "Pre-funded" means that we will debit your offset (i.e., payment) Eligible Account, which must be a business deposit account type, for an amount equal to the total of your ACH file. That offset will be made on the day your file is sent to the ACH network for processing (i.e., typically 1 Business Day prior to the transaction effective date). Each ACH file you send to us will consist of one or more batches of ACH Entries. Sufficient funds must be available in your offset Eligible Account at the time the batches are processed. If sufficient funds are not then available, we will process only those batches for which sufficient funds are available, in the order for those batches to appear within your file. Batches for which sufficient funds are not available will suspend and will be attempted again in the next available settlement window. If a batch cannot be processed the night before the effective date of that batch, that batch will not be processed. Also, in the event your offset Eligible Account, which is the deposit account that is designated to fund the ACH Entries, is a consumer deposit account, you agree and acknowledge that processing of your ACH File(s) will fail, and we will not be liable in any manner whatsoever.

If we do not require your file to be prefunded, we may still refuse your ACH credit file if you have insufficient funds in your Eligible Account on the date we initiate the transaction (e.g., 1 Business Day prior to the settlement date for an ACH credit entry) or on the payment/settlement date. We may also require you to maintain sufficient available funds in your Eligible Account prior to processing of your files. We may also place a hold on funds pending processing of your files. If we have reason to believe you may not have adequate funds to cover your ACH file, we may delay execution until we receive adequate assurance from you that the funds will be available. Unfunded batches may be deleted by the Bank in its sole discretion.

If we in our sole discretion choose to execute any file that hasn't been prefunded and for which you lack adequate funds in your Eligible Account, you agree to immediately pay any resulting overdraft and overdraft fees, and you authorize us to collect those amounts on the date of the transaction, or any time thereafter and without prior notice, by debiting any deposit account you have with us or by advancing funds under any credit account you have with us. You acknowledge that online balances information may not include all recent transactions in your Eligible Accounts, and that balances may reflect funds that are not available for immediate withdrawal. Nothing in this Agreement or any course of dealing shall constitute a commitment or obligation to lend money to you.

**Prenotifications.** You agree and acknowledge that the ACH Service will automatically create and send pre-notification Entries (prenotes), as defined in the Rules, each time you establish a new recipient. Pre-notifications must precede the first live ACH Entry by at least three Business Days. An ACH Entry or Entries, submitted after 4:00 p.m. Pacific Time or on a non-Business Day will be deemed submitted on the next Business Day. Please allow yourself adequate time for the prenote period to elapse in order to meet the date you want the recipient to receive the live ACH Entry and keep in mind that the Receiving Depository Financial Institution, as defined in the Rules, is not required to validate the name of the payee on the prenote, it is only required to check the account

number. You agree not to send any Entry when a prior pre-notification for that Entry has been rejected or returned, unless you have first corrected the reason for the rejection or return. We may provide you with an Alert in the event that we have been advised that there is a change or problem with the bank account information submitted for one or more of your recipients. However, in order to view the full details of the Alert for a notice of change (“NOC”) and/or return, an ACH entitled user or CSA must sign in to Digital Banking and go into your Alerts inbox. If you do not make the necessary changes, which may include setting up a new ACH recipient subject to a new prenote waiting period, any subsequent payments to the recipient may fail.

**Cut Off Time.** For ACH Service, the cut off time is 4:00 p.m. Pacific Time. Any ACH Entry file or files, including a prenote Entry file, submitted on and after the cut off time or on a non-Business Day, will be deemed to be submitted on the next Business Day.

**Authorization and Record Retention.** You will initiate Entries only with the prior written authorization of the owners of the accounts that are affected by such Entries. You agree to maintain a copy of each authorization for a period of two (2) years following its termination, and to provide us with a copy upon request. For any warranty that we are deemed by law, the Rules or other payment system rules to make to others regarding your Entries, you make the same warranty to us.

**Your Instructions.** We are not responsible for detecting or rejecting duplicate Entries or files. If you give us an Entry or file that is incorrect in any way, we may charge your Eligible Account for the payment whether or not we could have detected the error. Your Entries and files must accurately describe your transaction beneficiaries/receivers, intermediary financial institutions, the beneficiaries’/receivers’ financial institutions, beneficiaries’/receivers’ accounts, and intended settlement dates. If you describe any beneficiary/recipient or institution inconsistently by name and number, we and other institutions are entitled to process your instruction solely on the basis of the number, even if the number identifies a person, entity or institution different from the one you named. If we allow you to select a financial institution’s numeric identification (e.g., routing and transit number) by entering or selecting the institution’s name, then you are solely responsible for entering the correct name of that institution.

**Cancellation, Amendment and Reversal of ACH Files or Entries.** Digital Banking may provide an online tool to cancel an ACH file that has not yet begun processing. You can also cancel files that have not begun processing by calling Customer Service. A file which has begun processing cannot be cancelled or amended. To cancel one in a series of recurring files, we may require that you cancel the series and reschedule the remainder of the series. We may permit you to amend a scheduled file, or may require that you cancel it and reenter the desired file. If we attempt to reverse an Entry or file at your request, we shall have no liability for any interest or losses that result if the attempt is not successful. You agree to reimburse, indemnify, defend, hold us harmless for all expenses, losses, claims, actions, proceedings, and damages we may incur in effecting or attempting to affect your requested reversal. You are solely responsible for providing notice to beneficiaries/receivers that a reversal is being attempted and the reason for the reversal no later than the settlement date of the reversal.

**Rejections.** We may reject any Entry or file if: (a) it does not conform to the limitations, security procedures or other requirements set forth in this Agreement; (b) there are insufficient unencumbered funds in your Eligible Account; (c) it is not authenticated to our satisfaction or we have reason to believe it may not be authorized (notwithstanding compliance with any security procedure); (d) it contains incorrect, incomplete, or ambiguous information; (e) it exceeds any established dollar limits; (f) we believe the beneficiary may be on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury’s Office of Foreign Assets Control (which may require us to not complete the transfer and to “block” the funds until that Office issues a written release); (g) it appears to us to potentially be in contravention of applicable law, regulation, executive order, or payment system rules; (h) it would cause us to exceed any limitation on our intraday net funds position established pursuant to Federal Reserve guidelines; (i) it would result in violation of any other law or regulation, or any applicable governmental or NACHA risk control program; or (j) it presents any other risk to us that we in our discretion deem unreasonable. We may notify you of our rejection orally, electronically, or in writing, no later

than two (2) Business Days after the date the Entry or file was to be affected. We are not required to pay you interest on a transfer for the period between the rejection and your receipt of the notice of our rejection.

**Notice of Returns.** We may notify you electronically, in writing, by telephone, or otherwise regarding any Entry or file that is rejected or returned for any reason. We are not obligated to credit your Eligible Account with any interest, unless the return is caused by our failure to properly execute the Entry or file. We may attempt to reprocess the Entry or file if the return is due to our error and we have sufficient data to do so. You agree to reimburse us promptly for the amount of any ACH debit or other debit to another account that is reversed, adjusted, or returned. You may not resubmit any ACH debit or other debit if the payment was stopped by the account owner.

**Provisional Credit.** Under the Rules, if you originate an ACH credit entry transferring funds to a receiver, any credit given by the receiving financial institution to the receiver's account is provisional until the receiving financial institution receives final settlement. If final settlement does not occur, then the receiving financial institution is entitled to a refund of that provisional credit, and you will not have paid the amount of that credit transfer to your receiver. In addition to the Rules, you agree that any amount we credit to your Eligible Account for any funds transfer to you is provisional until we receive final settlement through a Federal Reserve Bank (or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code), and we are entitled to a refund from you of that provisional credit if final settlement does not timely occur.

**Audit.** You hereby grant us the right (but we shall have no duty) to audit from time to time your practices, procedures, and controls in originating Entries, prenotifications and ACH files, and your compliance with the Rules and the terms of this Agreement (collectively "**Order Controls**"). You agree to cooperate with our audit, and you are responsible for providing us access to the personnel, records, and facilities of any third-party contractor or vendor you may employ in using our funds transfer services, as reasonably necessary to complete our audit of your Order Controls. You also agree to provide us with copies of reports you may create or receive of audits conducted by you or third-parties concerning your Order Controls. You agree to reimburse and indemnify us for any penalties, fines, and/or charges that we may incur as a result of your failure to comply with this Agreement, the Rules or applicable law.

**14.4 Monitoring Your Digital Banking Accounts. You agree to exercise ordinary care in monitoring your Eligible Accounts in Digital Banking (including reviewing the transactions reported in Digital Banking on each Business Day), and to immediately notify us of any discrepancies.** If you do not notify us prior to close of the Business Day after the first Business Day in which the questioned transaction first appeared in Digital Banking, the transaction is not eligible for automated returns. In that event, we will provide reasonable non-financial assistance to you in making appropriate claims (which may include breach of warranty claims) under applicable payment system rules (e.g., NACHA Rules or Article 4A of the Uniform Commercial Code) against the receiver/beneficiary and the receiver/beneficiary's financial institution. However, while such claim is pending, and if such claim is unsuccessful, you covenant not to assert any claim against us for that loss. Without limiting the foregoing standard of daily review, in no event shall we be liable for any discrepancy that is not reported to us within thirty (30) days of it first appearing in Digital Banking. (**For Consumer Customers:** This paragraph is limited by (i) applicable consumer protection laws (including Regulation E), and (ii) the consumer protection terms and disclosures set forth in this Agreement, your Account Agreements, and your Related Documents.)

**14.5 Your Internal Security (Business customers only).** You bear sole responsibility for establishing, maintaining, implementing, and updating policies, procedures, equipment, and software ("**Internal Security Controls**") that ensure the security and integrity of your computer systems, Mobile Devices, and information, protect them from any unauthorized use, intrusion, takeover or theft, and prevent your Access Credentials from any unauthorized discovery or use (collectively "**Internal Security Breaches**"). You bear all risk of fraudulent transfers and other losses or disclosures arising from your Internal Security Breaches or from the interception of your communications prior to their receipt by us (collectively "**Internal Security Losses**"). We will not reimburse your Internal Security Losses. You are encouraged to consider purchasing insurance to cover your Internal Security Losses.

To help protect your system from Internal Security Breaches, your Internal Security Controls program should consider including:

- Verifying all instructions from your payees (e.g., ensure new or changed payment addresses were not communicated by an imposter);
- Limiting and controlling who has access to your computer systems and Mobile Devices;
- Protecting and frequently changing your Access Credentials;
- Adopting dual authorization and/or transaction-based authentication procedures for financial transfers;
- Employing up-to-date security software such as anti-virus, anti-malware, and anti-spyware programs, as well as up-to-date software patches for all your software programs, internet browsers, e-mail programs, and the like ;
- Prohibiting the disabling or modification the security features of any software or hardware (e.g., “jailbreaking” of mobile devices); and prohibiting the use of “burner” mobile devices.
- Using effective, up-to-date firewalls;
- Procedures to avoid infection by malware and malicious code, such as: controlling what software and applications are downloaded to your computers and Mobile Devices; controlling what websites are visited by your computers and Mobile Devices; controlling the connection of other devices (e.g., flash drives) to your computers and Mobile Devices; controlling what documents, e-mail attachments, programs and other files are opened or installed on your computers and Mobile Devices; and limiting which of your computers and Mobile Devices are used for Digital Banking or other financial matters;
- Reconciling all accounts on a daily basis and immediately reporting any discrepancies;
- Prohibiting your Authorized Users from leaving a computer or Mobile Device unattended while connected to Bank’s systems, or from communicating or accessing sensitive information from insecure locations (e.g., terminals or networks at Internet cafes or airports);
- Allowing Digital Banking to be accessed only from secure locations; and
- Adopting such other recommendations that we may (but are not obligated to) make from time to time to help promote safe use of our services.

This is not a complete listing of the Internal Security Controls that you may need. You are solely responsible for determining and implementing all of the Internal Security Controls necessary to prevent your Internal Security Breaches and Internal Security Losses. We have no duty to review your Internal Security Controls, identify deficiencies, or make recommendations. We do not represent or warrant that any or all of the above recommendations or any future recommendations are adequate for your needs or will prevent Security Losses.

We may at any time (but are not required to) limit access to any Digital Banking Channel or function to only those customers who have adopted specific Internal Security Controls. Our specification of any required Internal Security Controls shall not constitute a representation or warranty that they (a) are adequate for your security needs or will prevent any Internal Security Breach or Internal Security Losses, or (b) will be compatible with any computer system or other Internal Security Controls.

You remain at all times solely responsible for your Internal Security Controls, Internal Security Breaches, and Internal Security Losses. Although we may employ various systems and procedures from time to time to prevent losses by us, we assume no obligation for your Internal Security Losses.

#### **15. SECURE MESSAGES.**

The Secure Messages feature provides a method for you to communicate with the Bank in an encrypted manner in connection with questions regarding Digital Banking services. The Secure Messages feature should provide you with information to either answer your question or provide you with next steps in order to help answer your question. Secure Messages will only be saved within the Digital Banking service for 90 days.