



Effective October 18, 2019

Personal Online and Mobile Banking Service Agreement

Welcome to Personal Online and Mobile Banking at WaFd Bank. This Personal Online and Mobile Banking Service Agreement ("Agreement") sets out the terms and conditions for your use of WaFd Bank's Personal Online Banking service ("Online Banking") and Personal Mobile Banking service ("Mobile Banking") provided to our customers with Consumer Accounts and certain Business Accounts. Please read this Agreement carefully. A printer friendly version of this Agreement is available on our Website. This Agreement also includes the terms or instructions that appear on a screen when enrolling for, activating, accessing, or using any service available through Online Banking or Mobile Banking. By using Online Banking or Mobile Banking, you agree to the terms and conditions of this Agreement as they apply to the service you are using and any changes in such terms and conditions (after their effective date). If you do not agree with these terms and conditions, you may not use Online Banking or Mobile Banking.

In this Agreement, the words "we", "us", "our", "WaFd Bank" and "Bank" means Washington Federal Bank, N.A., and the words "you" and "your" mean an Online Banking service customer or a Mobile Banking service customer. Your use of Online Banking and Mobile Banking is also governed by the Deposit Account Agreement and Disclosures applicable to your Deposit Account (Consumer or Business), our Website Terms of Use, the Schedule of Consumer Fees & Service Charges or the Schedule of Business Fees & Service Charges, as applicable (collectively, the "Account Agreements"), and if applicable, any loan account agreement. The Account Agreements are available on our Website. You may also request a printed copy of any of these documents by visiting your local branch.

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DEFINITIONS

"Business Account" means an account established by a person or entity that is not primarily for personal, family, or household purposes.

"Business Deposit Agreement" means the Business Deposit Account Agreement and Disclosures, which are available on our Website and in printed form upon request at your local branch.

"Business Day" means Monday through Friday, excluding federal banking holidays.

"Business Eligible Account" means a Business Account that is accessible through the Online Banking or Mobile Banking service.

"Business Deposit Account" means a Deposit Account that is a Business Account.

"Business Fee Schedule" means the Schedule of Business Fees & Service Charges, which is available on our Website and in printed form upon request at your local branch.

"Computer" means a personal computer (PC) or other desktop Internet-enabled system, including a laptop personal computer and excludes a Mobile Device.

"Consumer Account" means an account established primarily for personal, family, or household purposes.

"Consumer Deposit Account" means a Deposit Account that is a Consumer Account.

"Consumer Eligible Account" means a Consumer Account that is accessible through the Online and Mobile Service.

"Consumer Fee Schedule" means the Schedule of Consumer Fees & Service Charges, which is available on our Website and in printed form upon request at your local branch.

"Deposit Account" means a checking, savings, NOW, or money market account that you have established with us.

"EFT" means electronic fund transfers.

"Eligible" means an account that is accessible through the Online and Mobile Service.

"Eligible Accounts" means Deposit Accounts, loan accounts, credit cards, and other products or accounts you have with us that are accessible through the Online and Mobile Service.

"Eligible Deposit Accounts" means Deposit Accounts that are accessible through the Online and Mobile Service.

"Eligible Loan Accounts" means loan accounts that are accessible through the Online and Mobile Service.

"eStatements" are account statements delivered electronically to you through the Online and Mobile Service.

"Mobile Banking" means the financial services we make available via our Website and any published WaFd Bank mobile banking application using the Mobile Device you have registered with us.

"Mobile Device" means a supported mobile device including a mobile phone or other mobile device that is web-enabled or capable of sending and receiving text messages.

"Online Banking" means the financial services we make available on our Website using a personal computer or other internet-enabled system, but excluding any service accessed through a Mobile Device.

"Online and Mobile Service" means the Online Banking service and Mobile Banking service described in this Agreement.

"Online Financial Services" means each of the products and services you may access or enroll in through the Online and Mobile Service, including services offered by third parties.

"Owner" means each person or entity who is an owner of an Eligible Account as indicated in our records.

"Personal Deposit Agreement" means the Personal Deposit Account Agreement and Disclosures, which are available on the Website and in printed form upon request at your local branch.

"SMS" means Short Message Service, which is the text message service of your Mobile Device.

"Service Providers" means any processor, or other third party that we have engaged to provide remittance capabilities, equipment, or other services in connection with any Online and Mobile Service. This includes any agent, independent contractor, or subcontractor of any of the foregoing.

"Transaction Processing Day" means a Business Day or any other day that Bank processes transactions.

"Website" means WaFd Bank's Online Banking website and other websites and web pages maintained by us and accessible through washingtonfederal.com or through our downloadable applications for Mobile Banking.

SECURITY, PASSWORD AND USER RESPONSIBILITY

Security

The personal information you provide in using the Online and Mobile Service will be stored on secure servers and protected by advanced encryption techniques. These commercially reasonable security measures are intended to prevent unauthorized users from accessing your important information. However, effective security also depends on your protecting your log-credentials discussed below and controlling access to the devices you use to access the Online and Mobile Service.

You can use your user name and password, along with a Computer or Mobile Device, to perform certain transactions described below. For security, the Online and Mobile Service will not allow access if anyone attempts to use a wrong password five times or more consecutively. We use additional log-in security that incorporates multiple factors to authenticate you as a customer. Additional information regarding each Online and Mobile Service user's access pattern will be collected and validated automatically. A unique electronic signature will be created for each user based on the user's specific access pattern; additional authentication may occur automatically when there is a deviation from this unique signature.

You agree that we may place session cookies and other identifiers on the Computers, Mobile Devices and other devices you use to access the Online and Mobile Service. Session cookies help us confirm your identity and help us keep your transactions secure when you use the Online and Mobile Service. We also use cookies for various purposes such as maintaining continuity during an online session, and optimizing the performance of our Website.

Password

Your password can be changed within the Online and Mobile Service. Your password must meet the standards we establish from time to time. These standards will be available for your reference whenever you create or change a password. We may require you to change or update your password at any time.

User Responsibility

You should never provide your user name or password information to a third party. If you do so, you are authorizing that party to conduct transactions on your Eligible Accounts. You are also responsible for keeping your user name and password confidential and for ensuring that you have logged out of Online Banking or Mobile Banking when your session is finished. Therefore, you are responsible for any transactions, including transfers from or between your Eligible Accounts, resulting from you furnishing your user name, password, and enhanced log-in security information to a third party. We will not be liable and will not reimburse you for any losses that may occur as a result of this authorized use of your user name, password, and enhanced log-in security.

You agree to immediately notify us if you believe that:

- your password may have been lost or stolen;
- a device you use to access the Online and Mobile Service has been lost, stolen or compromised; or
- someone has viewed, downloaded, or deleted electronic records from your account or Online and Mobile Service without your permission;

or if you suspect any fraudulent activity on your accounts.

You may notify us by:

- calling 1-800-324-9375 or 206-624-7930 (outside the U.S.), anytime, 24 hours a day, 7 days a week;
- writing to us at WaFd Bank, Attn: Client Care Center, 425 Pike Street, Seattle, Washington 98101; or
- visiting your local branch.

If your account is a Consumer Deposit Account, please refer to the Personal Deposit Agreement for additional information regarding your obligation to notify us and your liability for unauthorized transactions on your accounts as provided for under Regulation E. If your account is a Business Deposit Account, please refer to the Business Deposit Agreement for additional information regarding your obligation to notify us and your liability for unauthorized transactions on your account.

If your account is a Business Deposit Account, you agree that the use of passwords and other techniques that we establish for the use of the Online and Mobile Service constitute a commercially reasonable security procedure for you.

ONLINE BANKING ACCESS REQUIREMENTS

In order to use Online Banking, you will need a Computer and any software and required equipment that can support the list of approved web browsers. The Website is best viewed using the most current version of Internet Explorer, Chrome, Firefox, Edge, or Safari. If you choose to use another browser to access the Website, we assume no responsibility for the resulting layout or content. You will also need a functioning email address. You are responsible for the installation, maintenance, and operation of your Computer and all related charges. You are responsible for installing and maintaining appropriate virus protection on your Computer. We are not responsible for any errors or failures caused by any malfunction of your Computer, or your use of Online Banking. We are not responsible for any viruses, spyware, malware, worms, or related problems that may be associated with your Computer. We are also not responsible for any losses or delays in transmission of information that you provide to us or otherwise arising out of or incurred in connection with the use of any internet or other service provider providing your connection to the internet or any browser software. You are also responsible for all telephone, mobile remote access, and other similar charges incurred in connecting to Online Banking and for charges by any internet service providing connection to the internet.

AVAILABLE ONLINE BANKING SERVICES

Online Banking allows you to perform the following actions:

- Review a summary of your Eligible Accounts.

- Check the activity of your Eligible Accounts, including determining which checks have cleared and viewing images of cleared checks, for a period of 13 months.
- Advance funds from Eligible Loan Accounts to Eligible Deposit Accounts.
- Submit payments to Eligible Loan Accounts.
- Transfer funds between Eligible Deposit Accounts and permitted accounts at other financial institutions (using Account to Account Transfers and Zelle and Other Payment Services).
- Change passwords, login name, or e-mail addresses.
- Pay bills using the Bill Payment Services.
- Stop payment on checks that have not been paid.
- View 18 months of electronic statements for Eligible Deposit Accounts if you have enrolled in eStatements.
- Send and receive electronic mail to and from us.

Account to Account Transfers, Zelle and Other Payment Services, and Bill Payment Services are described in the section entitled "Terms of Service for Service Provider Services."

We may periodically make available new internet services or products. You agree that if you use or acquire any such services or products after they become available, you will be bound by all applicable terms, as well as by this Agreement. Not all services specified above are available through Mobile Banking.

MOBILE BANKING ACCESS REQUIREMENTS AND RESTRICTIONS

We offer Mobile Banking services on your Mobile Device through Mobiliti™ from Fiserv. Our Mobile Banking service is an Internet-based platform you access via a URL from your Mobile Device's browser or by downloading a mobile banking application (app) from either the Apple App Store or Google Play. Internet access from your Mobile Device is required to enroll in some Mobile Banking services.

To register a Mobile Device for any of our Mobile Banking services, you must be an authorized user for the Mobile Device registered and you agree to provide us with true, accurate, current and complete information during the enrollment and registration process. You are responsible for the installation, maintenance and operation of your Mobile Device. You are responsible for installing and maintaining appropriate virus protection on your Mobile Device. We are not responsible for any errors or failures caused by any malfunction of your Mobile Device, or your use of Mobile Banking. We are not responsible for any viruses, spyware, malware, worms or related problems that may be associated with your Mobile Device. We are also not responsible for any losses or delays in transmission of information that you provide to us or otherwise arising out of or incurred in connection with the use of any internet or other service provider providing your connection to the internet or any browser software. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation, for SMS (short message service).

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, we and our affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files, data about your usage of the service (such as session length, number of transactions, and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or any Mobile Banking software (collectively "User Information"). Subject to applicable law and our Privacy Policy set out in our Consumer Privacy Notice and Online Privacy Policy, we and our affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. We and our affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Mobile Banking software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or any Mobile Banking software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only use Mobile Banking and any Mobile Banking software in

compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or any Mobile Banking software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Bank, in its sole discretion, that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (v) any material or information that is false, misleading, or inaccurate; (vi) any material that would expose Bank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (vii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; (b) use or attempt to use a third party's account; (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or any Mobile Banking software, or other customers of Mobile Banking or any Mobile Banking software; or (d) otherwise abuse Mobile Banking or any Mobile Banking software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://www.maps.google.com/help/legalnotices_maps.html, or other URLs as may be updated by Google.

Touch ID™ for Mobile Banking. Touch ID is an optional fingerprint sign-in method for Mobile Banking that is currently available for most Apple® devices that have a fingerprint scanner. To use Touch ID, you will need to save your fingerprint by going to "Settings > Touch ID & Passcode" on your Apple device to complete the setup (for more help with fingerprint scanning, contact Apple support at apple.com/support). Fingerprints are stored on your device only and we do not see or store your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Mobile Banking. We reserve the right to suspend or disable this feature at any time. Touch ID can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your fingerprint, you can sign in using your password. To use Touch ID for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Touch ID anytime from the Services menu within Mobile Banking. Apple and Touch ID are trademarks of Apple Inc. Currently, fingerprint sign-in for Mobile Banking is only available on compatible iOS devices.

Fingerprint Login for Mobile Banking. Fingerprint Login is an optional fingerprint sign-in method for Mobile Banking that may be available for certain Apple® (via Touch ID™) and Android® mobile devices that have a built-in fingerprint scanner. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device.). Fingerprints are stored on your device only and we do not see or store your fingerprint information. You acknowledge that by enabling Fingerprint Login, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Mobile Banking. We reserve the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your fingerprint, you can sign in using your standard login credentials (e.g. password). To use Fingerprint Login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime within Mobile Banking. Apple and Touch ID are trademarks of Apple Inc. Android is a trademark of Google Inc.

AVAILABLE MOBILE BANKING SERVICES

Mobile Banking allows you to perform the following actions:

- Review a summary of your Eligible Accounts.

- Check the activity of your Eligible Accounts, including determining which checks have cleared, for a period of 13 months.
- Advance funds from Eligible loan accounts to Eligible Deposit Accounts.
- Submit payments to Eligible loan accounts.
- Transfer funds between Eligible Deposit Accounts.
- Transfer funds to other persons (using Zelle and Other Payment Services).
- Change passwords.
- Pay bills using the Bill Payment Services.
- Deposit checks through our Mobile Deposit Service.
- Initiate transfers via SMS banking.
- Push Notifications (using the Mobile Banking App) and SMS alerts.

Zelle and Other Payment Services and Bill Payment Services are described in the section entitled "Terms of Service for Service Provider Services." Transfers to or from an account at another financial institution using Account to Account Transfers are not currently available using Mobile Banking. The services specified above are not available for Certificate of Deposit (CD) Accounts and not all services are available for Loan Accounts. Not all services available in our Mobile Banking service are available in our Online Banking service.

MOBILE BANKING CARD CONTROLS SUPPLEMENTAL TERMS OF USE

The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"). This Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement apply.

1. The Card Controls feature is only available for debit cards issued by Bank that you register within the Mobile Banking App.
2. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your Mobile Device. Please contact us to discontinue the alerts and controls.
3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.
4. Card Controls may enable access to Bank's and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
5. To the extent the Mobile Banking App allows you to access third party services, we, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.
6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.
7. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT

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

MOBILE DEPOSIT SERVICE

The Mobile Deposit Service is a remote deposit capture service that allows you to use a camera-enabled Mobile Device to deposit certain checks ("Eligible Checks" as described below) to your Eligible Deposit Accounts by scanning a check and electronically delivering the digital image of the check and associated deposit information to us or our designated processor.

Eligible Checks. "Eligible Checks" means checks as defined by Regulation CC and does not include Ineligible Items (defined below).

Ineligible Items. You may not use the service to deposit any Ineligible Items. "Ineligible Items" include any item that: (a) is payable to "Cash" or any indefinite payee or to a person other than you, even if endorsed to you; (b) lacks the original signature of the drawer; (c) was created from an electronic image; (d) is irregular in any way, as determined by us in our sole discretion; (e) was returned unpaid; (f) is not dated or is postdated, or is more than six months old; (g) was drawn on a foreign bank or any entity that is not a bank, or is payable in a foreign currency; (h) is a traveler's check or registered government warrant or bond; or (i) is not a check under Regulation CC.

Image Quality. The image of an item transmitted to us using the Mobile Deposit Service must be legible. The image quality of the check or item must comply with the requirements established from time to time by the American National Standard Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

Endorsement. You agree to endorse properly each check you deposit using the Mobile Deposit Service and to conspicuously and indelibly mark "For Deposit Only at WaFd Bank" beneath your endorsement.

Collection. The manner in which the checks you deposit are cleared, presented for payment, and collected from makers of the checks and the financial institution upon which they are drawn is in our sole discretion.

Right to Reject; Availability of Funds. We reserve the right to place a hold on or to reject any item(s) deposited through the Mobile Deposit Service. Please see the Personal Deposit Agreement for information regarding availability of funds.

Storage and Disposal of Original Checks and Items; Retention of Copies.

Checks Submitted to Us. With respect to any original check for which a check image has been transmitted to us via the Mobile Deposit Service, you agree to safely store the check in such a manner that others cannot gain access to it until such time as you receive confirmation that your check image has been accepted for deposit.

Checks Accepted for Deposit. You will receive an electronic confirmation that the check image you transmitted to us via the Mobile Deposit Service has been accepted for deposit (or alternatively, an adjustment notice setting forth the reason it could not be deposited through the Mobile Deposit Service).

Disposal of Transmitted Checks. You agree to safeguard and keep the original check for 14 Business Days after you have transmitted the check. After that period, once you have verified that the check has been credited to your account, you agree to indelibly mark the check as "VOID" or to dispose of it in a manner that will prevent anyone from presenting it for deposit. If we determine that we require the original paper check, you will promptly provide any check you have not destroyed to us to aid us in the clearing and collection process, to resolve claims by third parties with respect to any item, or for our audit purposes.

Deposit Limits. We will not accept for deposit any check you transmit using the Mobile Deposit Service: (a) if more than one check is included in the transmission; (b) if the check exceeds \$50,000; or (c) if the amount of the check would cause your combined Mobile Deposit Service deposits on that Business Day to exceed \$100,000. We reserve the right to modify these limits at any time and will provide you with any notice required by applicable law or regulation.

Accepted deposits made prior to 3 PM Pacific Time on a Business Day will be credited by 6 PM Pacific Time the same Business Day. Accepted deposits made after 3 PM Pacific Time or on a day that is not a Business Day will be credited the following Business Day.

SMS (TEXT) SERVICE, ALERTS AND PUSH NOTIFICATIONS

The SMS (Text) service allows you to access available information regarding your Eligible Deposit Accounts via SMS text messaging from your Mobile Device as well as set up alerts for your Eligible Deposit Accounts (for example, for low balances). Enrollment requires confirmation of your banking relationship with us as well as providing a mobile phone number. The mobile phone number's verification is done by sending an SMS message with a verification code to the designated mobile number, which you will have to enter on the Website. You may select the type of alerts and other preferences, including the frequency of alerts. Your mobile carrier's text message, data rates, and mobile phone usage charges may apply. The SMS program continues until you opt out and you may opt out at any time.

Questions: You can contact us at 800-324-9375 or 206-624-7930 (outside the U.S.), or send a text message with the word "HELP" to this number: 66273. We can answer any questions you have about the SMS program.

To Stop the SMS Program. To stop the messages from coming to your phone, you can opt out of the SMS program via SMS. Just send a text that says "STOP" to this number: 66273. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

Our participating carriers include (but are not limited to): AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, and MetroPCS.

Alerts Additional Terms

The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use will apply.

Alerts. Your enrollment in Online Banking or Mobile Banking includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Eligible Deposit Account(s). Alerts are provided within the following categories:

- Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Eligible Deposit Accounts.
- Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the More menu within Mobile Banking.

Account Alerts and Additional Alerts must be managed or added through Online Banking. You cannot manage all Alerts through your Mobile Device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. We reserve the right to terminate our Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your Mobile Device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or Mobile Device number.

Alerts via Text Message. To stop Alerts via text message, text "STOP" to 44238 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 44238. In case of questions please contact us at 800-324-9375 or 206-624-7930 (outside the U.S.). Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, and MetroPCS.

Limitations. We provide Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factors affecting your Mobile Device service provider, internet service provider(s), and other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from: (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

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

Push Notifications

Push notifications allow you to receive “push” versions of some Mobile Banking alerts on Apple iOS or Google Android Mobile Devices with the Mobile Banking application installed. iOS notifications can appear as pop up messages or banners and Android notifications appear as a banner. If you initiate this service, you can turn off Push notifications within the Mobile Banking application or in the settings of your Mobile Device.

SERVICE CONDITIONS AND LIMITATIONS

Savings and Money Market Accounts

Your ability to transfer funds between and make payments from certain Deposit Accounts is limited by law. For any Statement Savings Account(s) (including Money Market Accounts), you may make as many in-person withdrawals at a teller window or any ATM as you wish. However, federal regulations permit the depositor to make no more than a combined total of six pre-authorized, automatic, electronic (including computer initiated), telephone withdrawals or transfers, or by check, draft, debit card, or similar order payable to third parties in any monthly period. We may impose a fee, as disclosed on the *Consumer Fee Schedule* or *Business Fee Schedule*, as applicable, for each such withdrawal in excess of six that you make in any monthly period. These fees will be reflected in your monthly statement. Savings and Money Market Accounts with excess withdrawal activity more than three months within a consecutive 12-month period will be closed.

Internal Transfers

Funds can be transferred the same day or on a future date between your Eligible Deposit Accounts. Future-dated and recurring transfers are processed each calendar day between 9 PM and 11 PM Pacific Time. Same day transfers between Eligible Deposit Accounts are processed when received. If the transfer request is submitted prior to 11 PM Pacific Time it will be dated the same day. Transfer requests submitted after 11 PM Pacific Time will be dated the next Transaction Processing Day.

FEES

All account fees and charges apply to actions requested or performed through the Online and Mobile Services (see the *Consumer Fee Schedule* and *Business Fee Schedule*, as applicable, for a full listing of fees). We reserve the right to charge fees for any service provided through the Online and Mobile Service after we notify you. Unless otherwise required by law, you agree that any fees may be deducted automatically from your account (or any other account you have with us) if there are insufficient funds in that account.

STOP PAYMENT ORDERS

You can place stop payment orders using our Online Stop Payment service. To place a stop payment on a check or a series of checks, sign on to Online Banking and select the “Accounts” menu, then select “Stop Payment”. All information requested must be provided before we can process a stop payment. The terms and conditions governing stop payments are provided in the Personal Deposit Agreement or the Business Deposit Agreement applicable to your account. If you send us an online stop payment order, we will send you a stop payment confirmation form. If you wish to cancel the stop payment or change any information, follow the directions on the confirmation form. There is a fee for placing a stop payment (see the *Consumer Fee Schedule* or the *Business Fee Schedule*, as applicable, for the current fee).

ELECTRONIC STATEMENTS AND NOTICES

If you enroll to receive (1) eStatements or (2) disclosures, documentation, and other communications concerning your Eligible Accounts (“Notices”) electronically, account statements or Notices, as applicable, for your Eligible Accounts will be available only through Online Banking. Your consent to receive eStatements covers the account statement for the Eligible Accounts you designate within Online Banking. Your consent to receive Notices electronically covers any disclosures, agreements, documentation, and other communications from us for the Eligible Accounts you designate within Online Banking. We will discontinue mailing account statements for the designated accounts and may discontinue

mailing Notices to your address of record. You agree to be bound by any and all laws, rules, regulations, and official issuances applicable to eStatements now existing or which may hereafter be enacted, issued or enforced.

We will send you notice via e-mail when a new document is available for review. Notice will be sent shortly after the end of your statement period and will provide instructions on how to access your eStatement or Notice. This is the only notice you will receive of the availability of your eStatement or Notice online. We will archive electronic statements and Notices for your Eligible Accounts for a rolling 18 months, regardless of when you enroll.

Your receipt of e-Statements or Notices does not in any way alter your obligation to promptly review your transaction history. You must promptly review your e-Statement or Notices and any accompanying items and notify us immediately of any error, unauthorized transaction, or any other irregularity. The error resolution provisions in the Personal Deposit Agreement, Business Deposit Agreement, or loan agreement applicable to your account set out the timelines for reporting errors contained on your account statement.

At any time, you may request a paper copy of your account statement or any disclosure. For paper copies of statements or disclosures related to your Deposit Account or loan account, you may contact us by phone at 1-800-324-9375 or 206-624-7930 (outside the U.S.), by mail at WaFd Bank, Attn: Client Care Center, 425 Pike Street, Seattle, Washington 98101, by requesting through Online Banking (for account statements only), or by visiting your local branch. Fees may apply to requests for paper copies of your account statement (see the *Consumer Fee Schedule* or *Business Fee Schedule*, as applicable). There is no fee for printed copies of disclosures.

USING EMAIL TO SEND INFORMATION AND INQUIRIES TO US

Normal internet e-mail transmissions may not be secure. Online Banking provides secure messaging ("Secure Message") for you to ask questions about your accounts or give comments on the Online Banking service. Secure Message provides the ability to securely communicate sensitive or confidential information. Secure Message is accessible after you sign on with your password to a secure session of Online Banking. To ensure the security of your account information, we recommend that you use only Secure Message when asking specific questions about your accounts or when sharing sensitive or confidential account information about your WaFd Bank accounts. You cannot use email to initiate transactions on your accounts. For transactions, please use the appropriate functions within Online Banking or call WaFd Bank Customer Service at 1-800-324-9375 or 206-624-7930 (outside the U.S.) or by visiting your local branch.

MONEYSYNC

We offer MoneySync, a personal finance management tool, through our service provider, MX Technologies, Inc. MoneySync is available in Online Banking and Mobile Banking. If you elect to use MoneySync, the following terms and conditions will apply.

Provide Accurate Information. You represent and agree that all information you provide to us in connection with MoneySync is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at the third party sites you include or access through MoneySync, and that you have the authority to (i) designate us and our service provider as your agent, (ii) use MoneySync, and (iii) give us and our service provider the passwords, usernames, and all other information you provide.

Content You Provide. When you use of MoneySync you authorize us and our service provider, as your agent, to access the third party sites you designate in order to retrieve information. You license us and our service provider with any information, data, passwords, usernames, PINs, personally identifiable information, or other content you provide through MoneySync. You authorize us or our service provider to use any information, data, passwords, usernames, PINs, personally identifiable information, or other content you provide through MoneySync or that we or our service provider retrieve on your behalf for purposes of providing MoneySync, to offer products and services, and for other permissible business purposes. Except as otherwise provided herein, we and our service provider may store, use, change, or display the information you provide or create new content using such information.

Power of Attorney. For all purposes hereof, you hereby grant us and our service provider a limited power of attorney, and you hereby appoint them as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, in any and all capacities, to access third party sites to retrieve information, use such information, as described in these terms and conditions, with the full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. Third party sites will be entitled to rely on the authorizations, agency, and the power of attorney granted by you or through your account. You understand and agree that MoneySync is not sponsored or endorsed by any third party site. **YOU ACKNOWLEDGE AND AGREE THAT WHEN WE OR OUR SERVICE PROVIDER ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, WE AND THEY ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD PARTY SITES.**

Third Party Accounts. With respect to any third party sites we may enable you to access through MoneySync or with respect to any non-WaFd Bank accounts you include in MoneySync, you agree to the following:

- You are responsible for all fees charged by the third party in connection with any non-WaFd Bank accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that this Agreement does not amend any of those terms and conditions. If you have a dispute or question about any transaction on a non-WaFd Bank account, you agree to direct these to the account provider.
- Any links to third party sites that we may provide are for your convenience only, and neither we nor our service provider sponsor or endorse those sites. Any third party services you may be able to access through MoneySync are services of the listed institutions. Neither we nor our service provider have responsibility for any transactions and inquiries you initiate at third party sites. The third party sites you select are solely responsible for their services to you. Neither we nor our service provider are liable for any damages or costs of any type arising out of or in any way connected with your use of MoneySync of those third parties.

Limitations of Services. When using MoneySync, you may incur technical or other difficulties. Neither we nor our service provider are responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of MoneySync is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We and our service provider reserve the right to change, suspend or discontinue any or all of MoneySync at any time without prior notice.

Aggregated Data. Anonymous aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of MoneySync, may be used by us and our service provider to conduct certain analytical research, performance tracking, and benchmarking. Our service provider may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties.

Ownership. You agree that we and our service provider, as applicable, retain all ownership and proprietary rights in MoneySync, associated content, technology, mobile applications and websites.

User Conduct. You agree not to use MoneySync or the content or information delivered through MoneySync in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of MoneySync to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) create liability for us or our service provider or cause us to lose the services of our service provider; (d) access the information and content programmatically by macro or other automated means; or (e) use MoneySync in such a manner as to gain unauthorized entry or access to computer systems.

Indemnification. You agree to defend, indemnify and hold harmless us, our third party service provider, and our and their officers, directors, employees and agents from and against any and all third party claims, liabilities, damages, losses or

expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of MoneySync, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

Disclaimer. MoneySync is not intended to provide legal, tax, or financial advice. MoneySync is strictly educational in nature and is provided with the understanding that neither we nor our third party provider is engaged in rendering accounting, investment, tax, legal, or other professional services. If legal or other professional advice including financial, is required, the services of a competent professional person should be sought. We and our third party provider specifically disclaim any liability, loss, or risk incurred as a consequence, directly or indirectly, of the use and application of any of the MoneySync content. Further, neither we nor our third party provider are responsible for any investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of MoneySync or any materials or information accessible through it. Past performance does not guarantee future results. Neither we and nor our third party provider warrant that MoneySync will comply with the requirements of the FINRA or those of any other organization anywhere in the world.

DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF MONEYSYNC AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE AND OUR SERVICE PROVIDER DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF MONEYSYNC, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE AND OUR SERVICE PROVIDER MAKE NO WARRANTY THAT (i) MONEYSYNC WILL MEET YOUR REQUIREMENTS, (ii) MONEYSYNC WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM MONEYSYNC WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH MONEYSYNC WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN MONEYSYNC OR TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF MONEYSYNC IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WAFD BANK OR ITS SERVICE PROVIDERS THROUGH OR FROM MONEYSYNC WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

LIMITATION OF LIABILITY. YOU AGREE THAT NEITHER WE NOR OUR THIRD PARTY SERVICE PROVIDER WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (i) THE USE OR THE INABILITY TO USE MONEYSYNC AT OUR WEBSITE/MOBILE APPLICATION OR OF ANY THIRD PARTY ACCOUNT PROVIDER'S WEBSITE/MOBILE APPLICATION; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM MONEYSYNC, (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, (v) STATEMENTS OR CONDUCT OF ANYONE ON MONEYSYNC, (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES, OR (vii) ANY OTHER MATTER RELATING TO MONEYSYNC.

Export Restrictions. You acknowledge that MoneySync and any underlying software are subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the MoneySync software or services, directly or indirectly, to: (1) any countries that are subject to U.S. export restrictions; (2) any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that MoneySync may include technical data subject to export and re-export restrictions imposed by U.S. law.

SUSPENSION OF SERVICE

You agree that at any time and without prior notice we may suspend access to your Online and Mobile Service if we suspect fraudulent activity or misuse of the Online or Mobile Service or functionality.

PRIVACY AND INFORMATION SHARING

We are committed to protecting your privacy. The information we gather from you in connection with using the Online and Mobile Service will be governed by the provisions of our Privacy Policy as set out in our Consumer Privacy Notice and our Online Privacy Policy, available on our Website at www.washingtonfederal.com.

We may share certain personal information and device-identifying technical data about you and your devices with our third party service providers who will compare and add device data and fraud data from and about you and your devices to a database of similar device and fraud information in order to provide fraud management and prevention services and identify and block access to the applicable service or website by devices associated with fraudulent or abusive activity. Our third party service providers may use this database to provide similar fraud management and prevention services for services or websites we do not provide.

We offer payment transfer services in our Online and Mobile Service through our vendor *Zelle*, as described in the section of this Agreement entitled "Zelle and Other Payment Services." If you access the Zelle and Other Payment Services through our Online and Mobile Service, the information we and *Zelle*, as our vendor, gather is governed by our Privacy Policy. If you access *Zelle* directly, including using the *Zelle* app, the information that *Zelle* gathers from you will be handled in accordance with *Zelle's* Privacy Policy, which is available at <https://www.zellepay.com/privacy-policy>.

LIMITATIONS ON OUR RESPONSIBILITIES

We agree to make reasonable efforts to ensure the full performance of the Online and Mobile Service. We will be responsible for acting only on those instructions that are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages you send. We are not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet service provider, your connection to the Internet, your Computer, or caused by any browser software. Except as provided under applicable law, our sole responsibility for an error in a transfer will be to correct the error, but in no case will we be liable for any indirect, special, incidental or consequential damages. In states that do not allow the exclusion or limitation of liability for indirect, special, incidental or consequential damages, our liability is limited to the maximum extent permitted by applicable law. We are not responsible for any indirect, special, incidental, or consequential damages arising in any way out of your use of the Online and Mobile Service.

WE MAKE NO EXPRESS OR IMPLIED WARRANTIES CONCERNING THE ONLINE AND MOBILE BANKING SERVICE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF A THIRD PARTY'S PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY APPLICABLE LAW.

INDEMNIFICATION

Except to the extent that we are liable under the terms of this Agreement or another agreement governing the applicable Eligible Account or Online Financial Service, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
- any fraud, manipulation, or other breach of this Agreement or the Online and Mobile Service;
- your violation of any law or rights of a third party; or
- the provision of the Online and Mobile Service or use of the Online and Mobile Service by you or any third party.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Online and Mobile Services by you or your authorized representative or delegate. Nothing herein shall be construed as a waiver of any rights you may have as a consumer under any applicable regulation.

NOTICES AND COMMUNICATION

Generally

Except as expressly provided otherwise in this Agreement, we will provide you notices and other information regarding your Eligible Accounts, Online Financial Service, or the Online and Mobile Service (collectively "Account-Related Information") through U.S. mail, electronically, or by other means available. This information will be sent to the postal or electronic address ("electronic notice address") of the Owner of the applicable Eligible Account or Online Financial Service as reflected in our records, unless a different postal or electronic address has been specified in accordance with procedures we may establish from time to time. The electronic notice address may be an e-mail address, other Internet address, text messaging number, or other electronic access address provided to us in accordance with this Agreement. Account-Related Information posted on our Website will be deemed to be delivered to, and received by, you at the time that we display it to you, or send notice in accordance with this Agreement that it is posted on our Website, as applicable. The person receiving the notice is responsible for providing copies of all Account-Related Information to all joint Owners. We reserve the right at all times to communicate all Account-Related Information to you through the U.S. Postal Service or overnight courier, at our sole option.

Electronic Delivery and Communication

Unless otherwise required by applicable law, if we are required to provide you with information in writing, we may, at our option, provide the information:

- by sending the information to your electronic notice address;
- by posting the information on our Website and either sending you a notice to your postal address or electronic notice address (either separately or as part of an account statement) or including a notice of the information when you log in to the Online and Mobile Service, telling you that the information has been posted and providing instructions on how to view it;
- by sending the information to your Online Banking secure mailbox; or
- to the extent permitted by law, by posting the information to our Website.

At any time, you may request a paper copy of any communication which has been delivered electronically. Paper copies may be acquired by contacting us by phone at 1-800-324-9375 or 206-624-7930 (outside the U.S.), by mail at WaFd Bank, Attn: Client Care Center, 425 Pike Street, Seattle, Washington 98101, or by visiting your local branch. Fees may apply. There is no fee for printed copies of disclosures.

You agree that we may from time to time make telephone calls and send text messages to you in order for us to:

- service your accounts;
- collect any amount you may owe; or
- discuss our relationship, products and services with you.

The ways we may call you include using prerecorded/artificial voice messages and/or through the use of an automatic telephone dialing system. The ways we may send text messages to you include through the use of an automatic telephone dialing system. We may call you and send text messages to your telephone number, including mobile/cellular telephone numbers that could result in charges to you. You may opt out of receiving text messages by calling the Client Care Center at 1-800-324-9375 or 206-624-7930 (outside the U.S.), visiting your local branch, or following the instructions on the text message.

Returned, Unclaimed Account-Related Information

Unless otherwise prohibited by the laws governing your Eligible Account or Online Financial Service, this section applies if two or more separate Account-Related Information documents are returned or, in the case of electronic notifications, one or more notices are returned as undeliverable. This means we may discontinue sending Account-Related Information or electronic notifications to you until you provide a valid postal or electronic notice address to us.

Additionally, we may, at our sole option:

- destroy Account-Related Information that is sent to you and returned to us as undeliverable; or
- discontinue sending the Account-Related Information through the delivery channel generating returns and utilize an alternative delivery channel.

For example, if we are sending your Account-Related Information to you via the U.S. Postal Service, and the information is returned to us as undeliverable on two or more occasions, we may attempt to deliver the information to your electronic notice address instead.

Address Changes

You agree that you will notify us immediately in the event of a change to your postal address or electronic notice address. Address changes may be initiated at your request. You may instruct us to change the postal address or electronic notice address to which we send notices or Account-Related Information concerning your account at any time.

You may update your electronic notice address information by logging in to Online Banking and clicking on "Update Profile" in the My Information drop down. Physical (postal) address changes must be made through a Bank branch or by contacting us by U.S. Mail.

Unless you instruct us otherwise, when you notify us of an address change for a specified account, we may change the postal or electronic notice address, as applicable, for all or some of your other account(s) with us.

Implementation of Notices

Except as provided by applicable law, any notice you send us will not be effective until we actually receive it and have a reasonable opportunity to act on it. If there is more than one Owner on your Eligible Account, we may send Account-Related Information to any one of them. You assume the risk of loss in the mail or otherwise in transit. Any notice or Account-Related Information we send you will be effective when mailed, sent electronically, or otherwise made available to you.

Consumer Disclosures

We are required to make certain disclosures to you in writing under federal consumer protection laws, and you can agree to receive some or all of those disclosures electronically pursuant to electronic communications disclosures that we may make from time to time (eDisclosure). We agree to provide reasonable notice of changes in eDisclosures to the extent required by applicable law. You agree that 30 days will be reasonable notice and that we may provide shorter notice if applicable law permits or if, in our good faith discretion, shorter notice is advisable to prevent harm or to protect us or you.

ELECTRONIC FUND TRANSFERS AND ELECTRONIC BANKING TRANSACTIONS

If your account is a Consumer Deposit Account, the terms and conditions applicable to electronic funds transfers (EFTs), including your liability for unauthorized EFTs and resolutions or errors or questions about EFTs, are set out in the Electronic Funds Transfers Disclosure in the Personal Deposit Agreement.

If your account is a Business Deposit Account, your liability for unauthorized electronic banking transactions and procedures for resolution of errors or questions about electronic banking transactions are set out in the Business Deposit Agreement.

AVAILABILITY OF SERVICES

You may access our Website 24 hours a day every day except during Website maintenance, modification, or account update periods, when unexpected problems arise such as problems with internet connections or capacity, and when we,

in our sole discretion, make all or part of it unavailable. Also, some services in the Online and Mobile Service are only available on Business Days. Accordingly, even though you can request at any time that we perform a service, we cannot necessarily process it immediately, and sometimes we will wait until the appropriate Business Day to act upon some of your requests. All requests that, for any reason, are not completed on that Business Day will be completed on the next Business Day, unless some other date has been designated by a prior arrangement with you.

GENERAL PROVISIONS

Amendments to this Agreement

Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement from time to time and at any time. This may include adding new or different terms to, or removing terms from, this Agreement. If we make changes to this Agreement, we will update this Agreement on the Website and we may notify you of such changes by mail or electronic message to your most recent addresses listed on our records. Within the time frames required by the effective date of the notice, we may also notify you (1) upon login to the Online and Mobile Service or (2) by providing notice on our Website if permitted by applicable law. The notice will be posted or sent at least 30 days in advance of the effective date of any additional fees, any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. By using the Online and Mobile Service when such changes become effective, you agree to be bound by the revised terms and conditions contained in this Agreement. You can decline the changes by discontinuing use of the Online and Mobile Service and notifying us of your election by phone at 1-800-324-9375 or 206-624-7930 (outside the U.S.), by mail at WaFd Bank, Attn: Client Care Center, 425 Pike Street, Seattle, Washington 98101, or by visiting your local branch. Changes to fees or terms applicable to Eligible Accounts are governed by the agreement otherwise governing the applicable account. Except as otherwise required by law, any change to this Agreement applies only to transactions that occur, or claims that arise, after the amendment becomes effective.

Termination of this Agreement

This Agreement will be in effect from the earlier of the date of your enrollment in the Online and Mobile Service (1) at a branch, or (2) our acceptance of your enrollment submission, and will be in effect at all times while you are using the Online and Mobile Service or any Online Financial Service. Unless otherwise required by applicable law, either you or we may terminate this Agreement and/or your access to any Eligible Account or Online Financial Service through the Online and Mobile Service, in whole or in part, at any time without notice. The termination of this Agreement will not terminate your obligations or our rights arising under this Agreement before such termination.

Access to an Eligible Account or Online Financial Service through the Online and Mobile Service, in whole or in part, may be suspended or reinstated by us, at our discretion, at any time. If reinstated, the then current terms of this Agreement will control. You may request reinstatement of an Eligible Account or Online Financial Service by calling WaFd Bank Customer Service at 1-800-324-9375 or 206-624-7930 (outside the U.S.) or by visiting your local branch.

If you wish to cancel any of your Online Financial Services, contact WaFd Bank Customer Service at 1-800-324-9375, by mail at WaFd Bank, Attn: Client Care Center, 425 Pike Street, Seattle, Washington 98101, or by visiting your local branch.

All applicable provisions of this Agreement will survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification, and the miscellaneous provisions.

Service Providers

You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

Governing Law and Attorney Fees

Each of your Eligible Accounts and Online Financial Services will be governed by the laws described in the agreements you have with us regarding those Eligible Accounts or Online Financial Services (for example, your Personal Deposit Agreement). This Online and Mobile Banking Service Agreement is governed by the laws of the state of Washington, and

by federal law. In any legal action or claim arising out of or relating to this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees. Subject to applicable law, you agree that any action in relation to an alleged breach of this Agreement shall be commenced within 2 years of the date of the breach, without regard to the date the breach is discovered.

Proprietary Rights

Other than your personal account information, all content included or available on the Website, such as advertisements, text graphics, logos, button icons, images, audio clips, and software, is the property of WaFd Bank or third parties, and is protected by copyrights, trademarks, or other intellectual and proprietary rights. The compilation (meaning the collection, arrangement, and assembly) of all content on the Website is the exclusive property of WaFd Bank and its licensors and is protected by copyright or other intellectual property rights.

The trademarks, logos, and service marks displayed on the Website (collectively the "Trademarks") are the registered and unregistered trademarks of WaFd Bank or third parties. Under no circumstances may you use copy, alter, modify, or change these Trademarks. Nothing contained on the Website should be construed as granting by implication or otherwise any license or right to use any Trademark without our express written permission, or the express written permission of the third party that has rights to such Trademarks, as appropriate.

Entire Agreement

In combination with other Account Agreements, this Agreement represents the agreement between you and us regarding the Online and Mobile Service and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the Online and Mobile Service. You may not assign this Agreement. Each of the rules, terms, and conditions set forth in this Agreement stand alone. Any term or condition contained in this Agreement which is inconsistent with the laws governing the Online and Mobile Service will be deemed to have been modified by us and applied in a manner consistent with such laws. Except as otherwise expressly provided in this Agreement, if any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be invalidated or otherwise affected.

Waiver

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

Jury Trial Waiver

EXCEPT IF PROHIBITED BY LAW, YOU AND WE AGREE THAT NEITHER YOU NOR WE SHALL (A) SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER ACTION BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY ACCOUNT OR THE DEALINGS OF THE RELATIONSHIP BETWEEN YOU OR US, OR (B) SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION WILL NOT BE SUBJECT TO EXCEPTIONS. YOU AND WE EACH ACKNOWLEDGE THAT THIS WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE.

TERMS OF SERVICE FOR SERVICE PROVIDER SERVICES (ZELLE and OTHER PAYMENT SERVICES, ACCOUNT TO ACCOUNT TRANSFERS, and BILL PAY SERVICE)

We offer the following services through our service providers: Zelle and Other Payment Services, Account to Account Transfers, and Bill Pay Service.

The Zelle and Other Payment Services allow you to make person to person transfers. To use these Services you must have a mobile phone number and an email address. The Zelle and Other Payment Services are only available for Consumer Deposit Accounts and are not offered for Business Deposit Accounts. The Zelle and Other Payment Services are available in Online Banking and Mobile Banking.

Account to Account Transfers allows you to transfer funds to accounts outside the Bank. To use Account to Account Transfers, you must have a personal profile with a U.S. address, a unique U.S. phone number, an active unique email

address, a Social Security Number or qualifying Tax Identification Number (TIN), and have applied for and been given access to our Online and Mobile Service. Your Eligible Deposit Account must be in good standing and enabled for ACH transactions and Online Banking transfers. Fees may apply; please review the current *Consumer Fee Schedule* or *Business Fee Schedule*, as applicable.

The Bill Pay Service enables you to pay bills online. To be eligible to use the Bill Pay Service you must have a personal profile which has a U.S. address, a unique U.S. phone number, an active unique e-mail address, and applied for and been given access to our Online and Mobile Service. Using the Bill Pay Service, you can arrange for the payment of current, future, and recurring bills from your Eligible Deposit Accounts. See the *Consumer Fee Schedule* or *Business Fee Schedule* for applicable fees. The Bill Pay Service is available in Online Banking and Mobile Banking.

These services are also subject to the general terms and conditions below and the additional terms applicable for each service.

General Terms for Each Service

Introduction. These Terms of Service ("Terms of Service") set out the terms and conditions that govern your use of the services described in these Terms of Service (each a "Service") offered through online banking on our website or through mobile applications (collectively "Site"). When you use or access a Service you agree to the terms and conditions of these Terms of Service. As used in these Terms of Service, "WaFd Bank", "Bank", "we", "us" and "or" means Washington Federal Bank, N.A., and "you" and "your" means (1) an individual or entity that is the owner of an account, or (2) an authorized signer on an account who has authority to view account information and effects transactions on the account. Your use of the Services is also subject to your deposit account agreements with the Bank and our Personal Online and Mobile Banking Service Agreement (collectively, "Deposit Agreements"). If there is any conflict between any term of any Deposit Agreement and these Terms of Service, these Terms of Service will control. These Terms of Service consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us.

Service Providers. We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under these Terms of Service to delegate to Service Providers all of the rights and performance obligations that we have under these Terms of Service, and that the Service Providers will be third party beneficiaries of these Terms of Service and will be entitled to all the rights and protections that these Terms of Service provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" section at the end of the General Terms of these Terms of Service. Other defined terms are also present at the end of each set of Terms that follows after the General Terms, as applicable.

Amendments. We may amend these Terms of Service and any applicable fees and charges for the Service at any time, in our sole discretion, by sending you written notice by electronic mail, postal mail, or by posting the updated Agreement on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision as required by regulation or law. Please access and review these Terms of Service regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of the Service. Your use of the Service after we have made such changes available to you will be considered your agreement to the changes We may, from time to time, update the Service and related applications or material and we reserve the right to terminate these Terms of Service as to all such prior versions of the Service, and related applications and material, and limit access to only the Service's more recent updates.

Our Relationship with You. You understand and agree that your relationship with each person to whom you send money or from whom you receive money is independent of your relationship with us and your use of the Service. When we effect a fund transfer from or to any of your accounts, we are acting as your agent and not as the agent or on behalf of a third party. We do not have control of, or liability for, any products or services that are paid for with our Service. We cannot guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

Assignment. You may not transfer or assign any rights or obligations you have under these Terms of Service without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign these Terms of Service or any right or obligation under these Terms of Service at any time to any party. We may also assign or delegate certain of our rights and responsibilities under these Terms of Service to independent contractors or other third parties.

Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: WaFd Bank, Attn: Client Care Center, 425 Pike Street, Seattle, Washington 98101. You may also visit a branch near you, call our Client Care Center team at 800-324-9375 or 206-624-7930 (outside the U.S.), or email us at onlinebanking@wafd.com for questions and other purposes concerning the Service. We will act on your telephone calls as described below in the section entitled "Errors, Questions and Complaints" of the General Terms, but otherwise, such telephone calls will not constitute legal notices under these Terms of Service.

Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in the section entitled "Notices to Us Regarding the Service" of the General Terms above. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation, for SMS (short message service).

Receipts and Transaction History. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Notice and Online Privacy Policy available on our Site in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

Privacy of Others. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

Eligibility. The Service is offered only to individual residents of the United States at least 18 years of age who have the authority to authorize debits and credits to the registered bank account. By using the Service, you represent that you meet these requirements and that you agree to be bound by these Terms of Service.

Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States);

- Payments that violate any law, statute, ordinance or regulation;
- Payments that violate the Acceptable Use terms below;
- Payments related to: (1) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (2) goods or services that defame, abuse, harass or threaten others; (3) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (4) goods or services that advertise, sell to, or solicit others; or (5) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction;
- Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
- Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in the section entitled "Notices to Us Regarding the Service" of the General Terms above of any violations of the General Terms or these Terms of Service generally.

Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in the section entitled "Notices to Us Regarding the Service" of the General Terms above of any violations of the General Terms or these Terms of Service generally.

Payment Methods and Amounts. There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time at our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account, as defined in the section entitled "Definitions" below, is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft drawn against your account.

Your Liability for Unauthorized Transfers. If you permit other persons to use the Service or your password, you are responsible for any transactions they authorize from your accounts. If you believe that your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, notify us at once by visiting a branch near you, calling our Client Care Center team at 800-324-9375 or 206-624-7930 (outside the U.S.), or emailing us at onlinebanking@wafd.com. You may also contact us at the address noted in the section entitled "Notices

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

Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

Failed or Returned Payment Instructions. In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit; and
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in the section entitled “Notices to Us Regarding the Service” of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

Information Authorization. Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Consumer Privacy Notice and Online Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you

for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce these Terms of Service, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with these Terms of Service as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of these Terms of Service for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

Service Termination, Cancellation, or Suspension. If you wish to cancel the Service, you may contact us as set forth in the section entitled "Notices to Us Regarding the Service" of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under these Terms of Service.

Errors, Questions, and Complaints. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in the section entitled "Notices to Us Regarding the Service" of the General Terms above.

For WaFd Bank Consumer Deposit Accounts

If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:

- Tell us your name;
- Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly (within one business day after such determination is

made). However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) calendar days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur and will notify you of the date and the amount as such.

Intellectual Property. All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

Links and Frames. Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

Password and Security. If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in the section entitled "Notices to Us Regarding the Service" of the General Terms above. See also the section of the General Terms entitled "Your Liability for Unauthorized Transfers" regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in these Terms of Service or have otherwise breached your obligations under these Terms of Service, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal

action against you. In addition, we, in our sole discretion, reserve the right to terminate these Terms of Service, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this section are cumulative and are in addition to the other rights and remedies available to us under these Terms of Service, by law or otherwise.

Law and Forum for Disputes. Unless our account agreement with you states otherwise, these Terms of Service shall be governed by and construed in accordance with the laws of the state of Washington, without regard to its conflicts of laws and provisions. To the extent that the terms of these Terms of Service conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of these Terms of Service shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that in the event of any action arising out of or relating to these Terms of Service, venue will be in a state or federal court closest to: (1) the principal office or (2) where the account was established with WaFd Bank, of the party against whom the matter is filed. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under these Terms of Service.

Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of these Terms of Service and/or your use of the Site or the applicable Service.

Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Exclusions of Warranties. THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR

CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Complete Agreement, Severability, Captions, and Survival. You agree that these Terms of Service is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of these Terms of Service is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of sections in these Terms of Service are for convenience only and shall not control or affect the meaning or construction of any of the provisions of these Terms of Service. The sections entitled "Service Providers," "Assignment," "Notices to Us Regarding the Service," "Notices to You," "Privacy of Others," "Taxes," "Failed or Returned Payment Instructions," "Intellectual Property," "Remedies," "Law and Forum for Disputes," "Indemnification," "Release," "No Waiver," "Exclusion of Warranties," "Limitation of Liability," and "Complete Agreement, Severability, Captions, and Survival" of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of these Terms of Service. If there is a conflict between the terms of these Terms of Service and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of these Terms of Service will prevail.

Definitions.

"ACH Network" means the funds transfer system, governed by the NACHA Rules that provides funds transfer services to participating financial institutions.

"Affiliates" are companies related by common ownership or control.

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

"Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.

"Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.

"Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.

"Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

Account to Account Transfers Additional Terms

1. Description of Service, Authorization and Processing.

- a. The term "Transfer Money Terms" means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.
- c. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
 1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
 2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
 3. The transfer is refused as described in Section 6 of the Transfer Money Terms below;
 4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; or
 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- d. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

2. Transfer Methods and Amounts. The section entitled "Payment Methods and Amounts" of the General Terms applies to the Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.

3. Transfer Cancellation Requests and Refused Transfers. You may cancel a transfer at any time until it begins processing (as shown in the Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

4. Stop Payment Requests. If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to section of the General Terms entitled "Errors, Questions, and Complaints." Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

5. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. The section entitled "Failed or Returned Payment Instructions" of the General Terms applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this section, and there are insufficient fees in the External Account; the section of the General Terms entitled "Failed or Returned Payment Instructions" should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

6. Refused Transfers. We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

7. Returned Transfers. In using the Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

8. Definitions

"Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.

"Eligible Transaction Account" is as defined in the General Terms, except that it shall be limited to a checking, money market or savings account that you hold with us.

"External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

"Transfer Instruction" is a specific Payment Instruction (as defined in the General Terms) that you provide to the Service for a transfer of funds.

Bill Payment Service Additional Terms

1. Description of Service. The term "Bill Payment Terms" means these Bill Payment Service Additional Terms. The bill payment service (for purposes of these Bill Payment Terms, and the General Terms as they apply to these Bill Payment Terms, the "Service") enables you to receive, view, and pay bills from the Site.

2. Payment Scheduling. The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

3. The Service Guarantee. Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the Section 2 of the Bill Payment Terms (Payment Scheduling).

4. Payment Authorization and Payment Remittance. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Eligible Transaction Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Eligible Transaction Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will attempt to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee (as described in Section 3 of the Bill Payment Terms) shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- a. If, through no fault of the Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- b. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
- c. You have not provided the Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
- d. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from your Eligible Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Eligible Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

5. Payment Cancellation Requests. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

6. Stop Payment Requests. The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact customer care for the Service in the manner set forth in section entitled "Errors, Questions and Complaints" of the General Terms above. Although the Service will attempt to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

7. Exception Payments Requests. Exception Payments may be scheduled through the Service, however Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee (as described in Section 3 of the Bill Payment Terms) does not apply to Exception Payments.

8. Bill Delivery and Presentment. The Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

- a. Presentation of electronic bills – You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary "trial basis." In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
- b. Paper Copies of electronic bills – If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
- c. Sharing Information with Billers – You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for "trial basis" electronic bills.
- d. Information held by the Biller. We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.
- e. Activation. We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing

- cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
- f. Authorization to obtain bill data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
 - g. Notification. We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
 - h. Cancellation of electronic bill notification. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
 - i. Non-Delivery of electronic bill(s). You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
 - j. Accuracy and dispute of electronic bill. We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

These Terms of Service do not alter your liability or obligations that currently exist between you and your Billers.

9. Disclosure of Account Information to Third Parties. It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our Consumer Privacy Notice and Online Privacy Policy (as further described in the section entitled "Your Privacy" of the General Terms), in addition to the circumstances set forth in the section entitled "Information Authorization" of the General Terms:

- a. Where it is necessary for completing transactions;
- b. Where it is necessary for activating additional services;
- c. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- d. To a consumer reporting agency for research purposes only;
- e. In order to comply with a governmental agency or court orders; or
- f. If you give us your written permission.

10. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Billing Account. There may also be charges for additional transactions and other optional services. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. The section entitled "Failed or Returned Payment Instructions" of the General Terms applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Billing Account for such fees, as described in this section, and there are insufficient fees in the Billing Account.

11. Biller Limitation. The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, the Service will notify you promptly if it decides to refuse to pay a Biller designated by you. As

set forth in the section of the General Terms entitled "Prohibited Payments" or an Exception Payment under these Terms of Service.

12. Returned Payments. In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from the Service.

13. Information Authorization. In addition to the section of the General Terms entitled "Information Authorization", you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

14. Definitions.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Due Date" is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.

"Eligible Transaction Account" is as defined in the General Terms, except that it shall be limited to an account that you hold with us, and from which bill payments will be debited.

"Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

"Payment Instruction" is as defined in the General Terms, and is further defined as the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

Zelle® and Other Payment Services Additional Terms

1. Description of Services.

- a. We have partnered with the *Zelle* Network® ("*Zelle*") to enable a convenient way to transfer money between you and other Users using aliases, such as email addresses or mobile phone numbers ("*Zelle* Payment Service," as further described below). *Zelle* provides no deposit account or other financial services. *Zelle* neither transfers nor moves money. You may not establish a financial account with *Zelle* of any kind. All money will be transmitted by a Network Financial Institution. THE ZELLE PAYMENT SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE PAYMENT SERVICE OR OTHER PAYMENT SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. The term "Zelle and Other Payment Terms" means these Zelle and Other Payment Services Additional Terms.

- b. In addition to the Zelle Payment Service, we provide other payment services under these Terms of Service. First, these additional services allow you to send money to people if you provide the Eligible Transaction Account information and other contact information for the Receiver; such transactions are not sent via *Zelle*. Second, outside *Zelle*, we allow you to establish a one-time payment for a payment recipient for which processing shall be initiated at a later specified date up to one (1) year. Third, outside *Zelle*, we enable you to establish a recurring series of payments to a payment recipient for which processing shall be initiated on dates you specify. These three payment services and any other payment services that we provide under these Zelle and Other Payment Terms are referred to as "Other Payment Services" in these Zelle and Other Payment Terms. Although future-dated payments and recurring payments are outside *Zelle*, we may ultimately send those transactions via *Zelle* when the applicable date of payment arrives, in which case the applicable payment transaction is part of the Zelle Payment Service, not the Other Payment Services. The term "Zelle and Other Payment Services" means the Zelle Payment Service and the Other Payment Services.
- c. The Zelle and Other Payment Services enable you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. All payments must be made through the Site and are subject to the terms of these Terms of Service and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of these Terms of Service and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through other locations besides our Site, such as the *Zelle* mobile handset application ("Zelle Standalone Locations") and if you choose to initiate or receive a payment at a Zelle Standalone Location you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the Zelle Standalone Locations and applicable laws and regulations, in each case as in effect from time to time. Subject to the terms of the Terms of Service, the Zelle and Other Payment Services are generally available 24 hours, seven days a week with the exception of outages for maintenance and circumstances beyond our or *Zelle's* control. Customer service is available during the hours of operation of WaFd Bank customer service.
- d. The Zelle Payment Service allows for the delivery of payments to Receivers who are also enrolled in the Zelle Payment Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. The Zelle and Other Payment Services are not instantaneous. Payment delivery speed may vary based upon the fraud, risk and other funds availability policy of each financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Zelle and Other Payments Services unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.

2. Payment Authorization and Payment Remittance.

- a. The section entitled "Eligibility" of the General Terms does not apply to the Zelle Payment Service. When you enroll to use the Zelle Payment Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle Payment Service, you agree to the terms and conditions of these Terms of Service. You represent that you have the authority to authorize debits and credits to the enrolled bank account. In addition to the restrictions set forth in the section entitled "Prohibited Payments" of the General Terms, you will not use the Zelle and Other Payment Services to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines., payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Zelle and Other Payment Services to request money from anyone for any such payments. The Zelle and Other Payment Services are intended for personal, not business or commercial use. You agree that you will not use the Zelle and Other Payment Services to send or receive payments in connection with

your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle and Other Payment Services with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle Payment Service if we believe that you are using the Zelle Payment Service for business or commercial purposes.

- b. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol. Once enrolled, you may: (i) authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and (ii) receive money from another User either at that User's initiation or at your request, subject to the conditions of the section below titled "Requesting Payments." **If at** any time while you are enrolled, you do not send or receive money using the Zelle Payment Service for a period of 18 consecutive months, Zelle may contact you and take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If Zelle is unable to confirm that you are the owner of the mobile phone number or email address, then you understand that Zelle may cancel your enrollment and you will not be able to send or receive money with the Zelle Payment Service until you enroll again. When you enroll with Zelle, you may establish one or more profiles. Each profile may be linked to only one bank account or debit card, but you may enroll multiple email addresses or mobile phone numbers in each profile. Once you have enrolled an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other profile. If we allow you to enroll the debit card we issue to you with the Zelle Payment Service, then the debit card must be issued in conjunction with a United States domestic deposit account, not a United States territory-based account. By providing us with the names, mobile telephone numbers, and email addresses of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Zelle Payment Service. By providing us with names, bank account information and other contact information for Receivers to whom you wish to direct a payment via the Other Payment Service, you authorize us to follow the Payment Instructions that we receive via the Other Payment Services. Once enrolled, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.
- c. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
- d. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.
- e. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
 - 1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
 - 2. The Zelle and Other Payment Services are not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
 - 3. The payment is refused as described in Section 6 of the Zelle and Other Payment Terms below;

4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.
- f. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Zelle and Other Payment Services (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

3. Sending Payments.

- a. You may send money to another User at your initiation or in response to that User's request for money. You understand that use of the Zelle and Other Payment Services by you shall at all times be subject to (i) these Terms of Service, and (ii) your express authorization at the time of the transaction for us or another Network Financial Institution to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment if the Receiver has not enrolled in *Zelle*. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to not enroll in *Zelle*. For the Zelle Payment Service, you may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Zelle Payment Service. As to the Zelle Payment Service, if the person you sent money to has already enrolled with *Zelle*, either in the Zelle Standalone Locations (defined in Section 1(b) of these Zelle and Other Payment Terms) or with a Network Financial Institution, then the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. Cancellation is addressed more generally as to the Other Payment Services in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below. You may initiate a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately via *Zelle*. Via the Other Payment Services (defined in Section 1(b) of these Zelle and Other Payment Terms), you may also initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (b) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site.
- b. Payment Instructions initiated to Receivers require you to provide contact information about the Receiver (including an email address and/or mobile telephone number). If the Receiver does not bank at a Network Financial Institution and has not yet enrolled in *Zelle*, then the Zelle Payment Service will contact the Receiver and request that the Receiver (i) provide information so that the identity of the Receiver may be validated at a Zelle Standalone Location and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with a Network Financial Institution and has not yet enrolled in *Zelle*, then the Zelle Payment Service will contact the Receiver regarding enrollment in *Zelle* and receipt of payment. If the Receiver has already enrolled in *Zelle*, then the Receiver will receive a message regarding your payment.
- c. Via the Other Payment Services (defined in Section 1(b) of these Zelle and Other Payment Terms), we also support the sending of money to Receivers if you provide the Eligible Transaction Account information for the Receiver and other contact information for the Receiver; such transactions are not sent via *Zelle*. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only,

even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described above in the section of the General Terms entitled "Errors, Questions, and Complaints."

- d. In most cases, when you are sending money to another User using the Zelle Payment Service, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with *Zelle*, either via a Zelle Standalone Location (defined in Section 1(b) of these Zelle and Other Payment Terms) or a Network Financial Institution, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolled as a User may fail to enroll with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification). We have no control over the actions of other Users, other Network Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended User.
- e. For the Other Payment Services and those Zelle Payment Service payments where the Site indicates payment will require more than a Business Day, you understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day after you initiated the Payment Instruction. As part of the Other Payment Services, if you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not enrolled in *Zelle*. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.
- f. As to Recipients who have not yet enrolled with *Zelle*, you acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or fourteen (14) days have elapsed. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with these Terms of Service.

4. Receiving Payments.

- a. All transfers of money to you shall be performed by a Network Financial Institution per the direction of that Network Financial Institution Customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Financial Institution and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Zelle Payment Service, you have no ability to stop the transfer.

Other Payment Service payments may be cancelled by the Sender as set forth in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below. By using the Zelle Payment Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled. If another person wants to initiate a Payment Instruction (including in response to a Zelle Payment Request, if applicable) using the Zelle Payment Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Zelle Payment Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Zelle Payment Service or at a Zelle Standalone Location. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both these Terms of Service and the procedures of the business or government agency that is sending you the payment.

- b. For the Zelle Payment Service, most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Financial Institutions, we may need or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification). You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account, such as if we have questions regarding possible fraud in connection with the payment. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may receive Zelle Payment Requests, from others through the Zelle Payment Service.
- c. You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

5. Requesting Payments. You may request money from another User through a Zelle Payment Request. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor *Zelle* guarantee that you will receive money from other Users by sending a Zelle Payment Request, or that you will receive the amount that you request. Neither we nor *Zelle* accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or *Zelle* may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

In addition to the other restrictions in these Terms of Service, by accepting these Zelle and Other Payment Terms, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle Payment Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any Zelle Payment Request that you send that is related to overdue or delinquent amounts. You agree to receive Zelle Payment Requests from other Users, and to only send Zelle Payment Requests for legitimate and lawful purposes. Zelle Payment Requests are solely between the Requestor and recipient and are not reviewed or verified by us or by *Zelle*. Neither we nor *Zelle* assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the Requestor. We reserve the right, but assume no obligation, to terminate your ability to send Zelle Payment Requests in general, or to

specific recipients, if we deem such Zelle Payment Requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

If applicable, if you as a Requestor initiate a Zelle Payment Request using the Zelle Payment Service, you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Zelle Payment Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a Zelle Payment Request may not receive, or otherwise may reject or ignore, your Zelle Payment Request. We do not guarantee that you will receive any payments from individuals by initiating a Zelle Payment Request.

6. Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services. Zelle Payment Service payments can only be cancelled in the limited circumstances set forth in Section 3(a) (Sending Payments) above. This section only applies to the Other Payment Services, not Zelle Payment Services. Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting the Client Care Center team at 1-800-324-9375 or 206-624-7930 (outside the U.S.). If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver who has not enrolled in *Zelle* will be automatically cancelled fourteen (14) days after the processing of the payment begins. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

7. Consent to Emails and Automated Text Messages. The section entitled "Text Messages, Calls and/or Emails to You" of the General Terms does not apply to Zelle Payment Services. By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described these Zelle and Other Payment Terms. You consent to the receipt of emails or text messages from us, from *Zelle*, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Zelle and Other Payment Services or related transfers between Network Financial Institutions and you. You agree that we may, *Zelle* may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify us if any email address or mobile number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or *Zelle* or that we may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that *Zelle* sends on your behalf may include your name.

- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or *Zelle*, including messages that you may send through us or through *Zelle* or that we may send or *Zelle* may send on your behalf.
- e. To cancel text messaging from us, send STOP to 767666. For help or information regarding text messaging, send HELP to 767666 or call our Client Care Center team at 800-324-9375 or 206-624-7930 (outside the U.S.). You expressly consent to receipt of a text message to confirm your "STOP" request.
- f. Supported Carriers: AT&T, Sprint, T-Mobile, Verizon and others.
- g. Your phone service provider is not the provider of the *Zelle* and Other Payment Services. Users of the *Zelle* Payment Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

8. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the *Zelle* and Other Payment Services. Applicable fees will be disclosed in the user interface for, or elsewhere within, the *Zelle* and Other Payment Services or Site. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as *Zelle* Payment Requests, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. The section entitled "Failed or Returned Payment Instructions" of the General Terms applies if you do not pay our fees and charges for the *Zelle* and Other Payment Services, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this section, and there are insufficient fees in the Eligible Transaction Account.

9. Refused Payments. We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under these Terms of Service.

10. Returned Payments. In using the *Zelle* and Other Payment Services, you understand that Receivers may reject Payment Instructions or otherwise return payments only if the Receiver is not enrolled in *Zelle*. We will use reasonable efforts to complete Payment Instructions initiated through the *Zelle* Payment Service.

11. Consent to Share Personal Information (Including Account Information) In addition to the section entitled "Information Authorization" of the General Terms, by accepting these Terms of Service, you consent to our disclosure of your personal information (including bank account information) to *Zelle*, other Network Financial Institutions and other third parties for the purposes permitted in the *Zelle* Network® Participation Rules in accordance with its customary processes and procedures, and as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

- a. As necessary to resolve a problem related to a transfer or payment between you and another User;
- b. To verify the existence of your bank account, or debit card, as applicable;
- c. To comply with government agency or court orders;
- d. To our affiliates, as permitted by law;

- e. To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
- f. To comply with inquiries in connection with fraud prevention or any investigation;
- g. For our general business purposes, including without limitation data analysis and audits; or
- h. As otherwise permitted by the terms of our Consumer Privacy Notice and Online Privacy Policy or, if disclosed to Zelle, as permitted by Zelle's Privacy Policy, which is available at <https://www.zellepay.com/privacy-policy>.

12. Wireless Operator Data. In addition to the section entitled "Information Authorization" of the General Terms, you acknowledge that Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Zelle Payment Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber and device details, if available, solely to allow verification of your identity and to compare information you have provided to us or to Zelle with your wireless operator account profile information for the duration of our business relationship.

13. Liability. Subject to our obligations under applicable laws and regulations, neither we nor Zelle shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle shall be liable for any typos or keystroke errors that you may make when using the Zelle Payment Service. THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

14. Disclaimer of Warranties. The section entitled "Exclusions of Warranties" of the General Terms does not apply to Zelle Payment Services. EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE PAYMENT SERVICE. ZELLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE PAYMENT SERVICE. ZELLE DOES NOT WARRANT THAT THE ZELLE PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE PAYMENT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

15. Limitation of Liability. The section entitled "Limitation of Liability" of the General Terms does not apply to Zelle Payment Services. EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE PAYMENT SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR ZELLE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE PAYMENT SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE PAYMENT SERVICES.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF OURS, ZELLE, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

16. Indemnification. The section entitled "Indemnification" of the General Terms does not apply to Zelle Payment Services. You acknowledge and agree that you are personally responsible for your conduct while using the Zelle Payment Service and except as otherwise provided in these Terms of Service, you agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of your use, misuse, errors or inability to use the Zelle Payment Service, or any violation by you of the terms of these Terms of Service.

17. Use of Our Online Banking Site and Mobile App. You agree to access the Site in compliance with our terms and conditions that we make available elsewhere on the Site, which are incorporated into and made part these Terms of Service by this reference.

18. Definitions.

"Network Financial Institutions" means financial institutions that have partnered with Zelle.

"Receiver" is a person or business entity that is sent a Payment Instruction through the Zelle and Other Payment Services.

"Requestor" is a person that requests an individual to initiate a Payment Instruction through the Zelle Payment Service.

"Sender" is a person or business entity that sends a Payment Instruction through the Zelle and Other Payment Services.

"User" means you and others who are enrolled directly with Zelle or enrolled with another financial institution that partners with Zelle.

"Zelle Payment Request" means functionality that allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Zelle Payment Service.

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