Business Deposit Account Agreement and Disclosures

Effective September 1, 2023

Welcome to WaFd Bank. We are pleased to provide you with this Business Deposit Account Agreement and Disclosures (collectively, this “Disclosure”). This Disclosure contains important information about the business Account(s) you maintain with us. This Disclosure, the Business Fee Schedule, the Rate Sheet, any disclosures or agreements we give you when you use additional products and services (e.g., the Online Banking Service Agreement, etc.), and all addenda to this Disclosure, collectively form the agreement between you and WaFd Bank regarding your Account(s) (collectively, the “Account Agreement”).

By signing the signature card or other agreement to open your Account (whether in writing or electronically), by using your Account, and/or by requesting or later adding products or services connected to the Account, you and any other identified Account owners agree to be bound by the terms and conditions of the Account Agreement, and in the case of additional Account-related products or services, the terms and conditions applicable to those products or services. If there is a conflict between the Account Agreement and any other document or agreement, the Account Agreement governs.

The purpose of this Disclosure is to provide you with information required by law and to explain the terms and conditions of your Accounts. Some of the terms and conditions are governed by applicable law and others are governed by rules established by us when the law permits variation or there are not applicable regulations. Please read this Disclosure carefully and keep it for future reference. This Disclosure is also available on our website at www.wafdbank.com (our “Website”).

PLEASE NOTE THAT PART I OF THIS DISCLOSURE (BUSINESS DEPOSIT ACCOUNT TERMS AND CONDITIONS) CONTAINS AN INFORMAL DISPUTE RESOLUTION PROCESS PROVISION AND AN ARBITRATION PROVISION THAT LIMITS THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE ACTION, AS WELL AS DISCOVERY AND RIGHTS TO APPEAL.
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Definitions

In this Disclosure, unless otherwise indicated, the following words have the meanings given below:

“Account” means your applicable Checking Account, Money Market Account, Certificate of Deposit (CD) Account, and/or Savings Account established with us primarily for business purposes.

“Bank,” “WaFd Bank,” “we,” “us,” and “our” refer to Washington Federal Bank, N.A.

“Business Day” means every day, except Saturdays, Sundays, and federal holidays. However, for those of our branches that are open for business on Saturdays, a “Business Day” also includes Saturdays with respect to those branches. Please visit our Website to find out the opening hours of each of our branches.

“Business Fee Schedule” means the applicable Schedule of Business Fees & Service Charges, Schedule of Analyzed Fees and Services, and/or Schedule of Commercial Fees & Transactions (each as amended from time to time), copies of which are available on the Website or in printed form upon request at your local branch.

“Calendar Day” means every day, including Saturdays, Sundays, and federal holidays.

“Funds Availability Policy” refers to your ability to withdraw Account funds as disclosed in the Funds Availability Disclosure under Part III of this Disclosure (Your Ability to Withdraw Funds (Funds Availability Policy)).

“Online Banking Service Agreement” means to the extent applicable to your Account, the WaFd Bank Treasury Management Terms and Conditions and/or other agreement(s) you have with us that apply to your use of our Online and Mobile Service (e.g., the Washington Federal Online Banking Service Agreement for Commercial Account Customers, the Washington Federal Online and Mobile Banking Service Agreement for Small Business Account Customers, the WaFd Bank Personal Online and Mobile Banking Service Agreement, or otherwise) (each as amended from time to time), copies of which are available on our Website or in printed form upon request at your local branch.

“Rate Sheet” means the Business Rates Sheet or the Commercial Rate Sheet, as amended from time to time, available at Bank branches and on the WaFd Bank website.

“Rate Sheet” means the applicable Business Deposit Rates (All Regions) disclosure or the Commercial Rate Sheet (each as amended from time to time), copies of which are available on our Website or in printed form upon request at your local branch.

“You” and “your” mean each sole proprietor, corporation, limited liability company, partnership, business-purpose unincorporated association, estate, trust, or other business-purpose entity, governmental or other public entity, or nonprofit organization who opens an Account and in whose name an Account is maintained on our records, and any joint owner of an Account.

Part I: Business Deposit Account Terms and Conditions

This Part I sets forth certain terms and conditions that apply to all Account types, as well as certain terms and conditions that apply depending upon the type of Account you have established with us. From time to time, we may offer new types of Accounts and may cease offering some types of Accounts. The Account Agreement governs these new types of Accounts, and continues to govern any Accounts you may have that we no longer offer. If and to the extent the provisions of the Account Agreement vary from the provisions of the Uniform Commercial Code as adopted in the jurisdiction where your Account is located, the terms and conditions of the Account Agreement control.

The Account Agreement includes your promise to pay the fees and charges listed on the Business Fee Schedule and your permission for us to deduct these fees and charges, as earned, directly from your Account. You also agree to pay any additional reasonable fees or charges we may impose for services you request which are not contemplated by the Account Agreement, but are disclosed in our Business Fee Schedule. Each of you agrees to be jointly and severally liable for any Account deficit resulting from fees, charges, or overdrafts, whether caused by you or another authorized to withdraw from your Account, together with the costs we incur to collect the deficit, including, to the extent permitted by law, our reasonable attorneys’ fees.

You agree to use the Account only for lawful purposes and to comply with all applicable local, state, and federal laws and regulations, including for example, the USA PATRIOT Act and the Unlawful Internet Gambling Enforcement Act.

Mobile Phone Contact Policy

If you give a mobile phone number directly to us, you consent to and agree to accept calls related to the servicing of your Account to your mobile phone from us and our agents. For any service-related telephone calls, mobile phone calls, or text messages (SMS) placed to you by us or our agents, you consent and agree that those calls may be automatically dialed and may consist of pre-recorded messages. You may incur fees from this contact by your service provider.

Important Account Opening Information (USA PATRIOT Act Notice)

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

What this means for you: When you open an Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents. In addition, each Authorized Signer on your Account(s) may be asked to provide identification to verify their identity.
Insurance Coverage
All of a business’s deposit accounts at an insured depository institution, including all noninterest-bearing transaction accounts, will be insured by the Federal Deposit Insurance Corporation (the “FDIC”) up to the standard maximum deposit insurance amount ($250,000), for each deposit insurance ownership category. For more information visit: http://www.fdic.gov/deposit/.

Authorized Signers
You agree to provide us with certified copies of resolutions from your board of directors or other governing body, as applicable, or other certificates or evidence of authority satisfactory to us in our discretion that authorizes certain persons to take certain actions in connection with your Account, including without limitation signing, accepting, or endorsing checks, notes, bills, drafts, or other instruments drawn on or deposited to your Account, or otherwise transferring funds to or from your Account (each, an “Authorized Signer”). You understand and agree that such resolutions, certificates, or evidence of authority must set forth the name and title of each Authorized Signer and be in a form and substance satisfactory to us in our sole discretion. We may pay, apply, or otherwise honor and charge your Account for all instruments, orders for payment or transfer of funds, or other transactions initiated by your Authorized Signer(s) without inquiry, without limitation as to amount, and without regard to the application of the proceeds of any such transaction (even if drawn or endorsed to the order of such Authorized Signer, or tendered by such Authorized Signer for cashing, in payment for the Authorized Signer’s personal obligations, and/or for deposit to such Authorized Signer’s personal account) until such time as we have received written notice of revocation of such authorization and have had a reasonable opportunity and period of time to act on such notice.

To the fullest extent permitted by applicable law, you waive demand, presentment, protect, notice of protest or dishonor, and all other notices relating to any instrument made, drawn, or endorsed in your name, when such instrument is signed, accepted, or endorsed by an Authorized Signer. You agree to notify us immediately in writing of any change in the status or authority of any Authorized Signer(s). We may ask you for additional information or documentation. You understand and agree that any actions taken by us before we have received your written notice (and have had a reasonable opportunity and period of time to act on such notice) will not be affected by such notice.

Deposit Policy
We will usually give you credit for items deposited into your Account in accordance with our Funds Availability Policy. However, we may delay or refuse to give you credit if we believe in our discretion that your item will not be paid. We will reverse any credit we have given for an item deposited into your Account if we do not receive final payment for that item. If the reversal of a provisional credit creates an overdraft in your Account, you will owe us the amount of the overdraft, plus any Nonsufficient Funds fee. Please refer to the Business Fee Schedule for a description of the Nonsufficient Funds fee. We will determine when final credit is received for any item. Please refer to the Funds Availability Policy for a detailed discussion of how and when we make funds available to you.

Items drawn on an institution located outside the United States (foreign checks) are handled on collection basis only. We may in our sole discretion not accept them for collection. You may also ask us to accept certain other items for collection only. You will not receive credit for (provisional or otherwise), and may not withdraw funds against, any of these items until we receive final credit from the person responsible for paying them. Items sent for collection will be credited to your Account in U.S. dollars, with the amount of U.S. dollars credited calculated using our applicable exchange rate in effect on the date when we credit the funds to your Account (and not when the deposit is made). The Funds Availability Policy does not apply to items we have accepted for collection only. If we receive final credit for an item we have accepted for collection only, you agree that we may subtract our Collections and Foreign Check Processing fee from the amount finally credited to us, before we credit your Account for the remaining amount. Please refer to the Business Fee Schedule for a description of the Collections and Foreign Check Processing fee.

Checks
All negotiable paper (“checks”) presented for payment must be in a form we have either provided or approved. We may refuse to accept any check that does not meet this requirement or is incompletely or defectively drawn. We may elect not to pay any check that is at least six (6) months old, but if there is no stop payment order on file when we receive such a check for payment, we may elect to pay it in good faith without consulting you. You agree that you will use care in safeguarding your checks against loss or theft. For example, you agree to secure your supply of checks at all times, to destroy checks you do not intend to use, and to not sign blank checks – please also keep in mind that this is not an exhaustive list of the preventative measures you should take in safeguarding your checks. You will tell us immediately if any checks are missing. You agree to assume all losses that could have been prevented if you had safeguarded unsigned (or otherwise incomplete) checks or had told us they were missing.

Endorsement
It is important that you place your endorsement carefully on the back of all checks you are depositing in the endorsement area, which is the first 1-1/2 inches on the back of the check when viewed from the trailing edge (the trailing edge is the left edge of the check when viewed from the front). If you have a question about proper placement for your endorsement, please ask a Bank representative. If your endorsement is illegible because you have endorsed the check in the wrong location, you will be liable for any resulting loss. If you make a deposit to an Account and you fail to endorse it at the time, we may add an endorsement on any item and you will be responsible for the item as if you endorsed it yourself.

If you (or your Authorized Signer(s)) are unable to endorse checks with a physical signature, we may in our discretion accept checks deposited using a signature stamp (a “Facsimile Signature”) endorsement rather than a physical signature endorsement upon your request, as long as you provide us with a copy of the Facsimile Signature and any other information, agreements, and/or documentation we require from time to time in connection with such Facsimile Signature. Please refer to the Section of this Disclosure titled “Facsimile Signatures” for additional information regarding the use of Facsimile Signatures.
Facsimile Signatures
If we allow you (or your Authorized Signer(s)) to use a Facsimile Signature, you understand and agree that we will not be able to determine whether the Facsimile Signature on any item is authentic or has been authorized by you. If your items are signed using a Facsimile Signature, you acknowledge that it is solely for your benefit and convenience. You authorize us to accept the Facsimile Signature on any check, draft, or other order drawn on us, or on any other document, and we may debit your Account in the amount of each payment which we make in reliance upon any such Facsimile Signature and/or reproduction thereof. We will not be liable, and you will assume all liability, for any losses, liabilities, penalties, claims, damages, costs, expenses, or other harm or injury including, but not limited to, court costs and reasonable attorneys’ fees which you may incur or which may be asserted against you or us in connection with the authorized or unauthorized use or reproduction by any person or entity relating to or arising out of (a) any use, misuse, and/or reproduction, whether or not authorized, by any person of any actual or purported Facsimile Signature on any check, draft, or other such order drawn on us, or on any other document, and/or (b) any payment which we make in reliance upon any such Facsimile Signature and/or reproduction thereof. You will indemnify us and hold us harmless from and against any and all losses, liabilities, penalties, claims, damages, costs, expenses, or other harm or injury including, but not limited to, court costs and reasonable attorneys’ fees which we may incur or suffer or which may be asserted by any person or entity with respect to any use or misuse of an actual or purported Facsimile Signature on any check, draft, or other order drawn on us, or on any other document, and any payment which we make in reliance upon any such Facsimile Signature and/or reproduction thereof. You shall be solely responsible for maintaining security over any device used to affix or apply Facsimile Signatures. The foregoing indemnity will not apply if and to the extent expressly prohibited by applicable law.

Returned Checks
If you deposit a check or item in your Account that the paying bank returns unpaid for any reason, we may put the check or item through for collection again without telling you we are doing so. If a check or item is dishonored (returned unpaid) for any reason, the amount of the dishonored check or item will be deducted from your Account. If the deduction creates an overdraft in your Account, you will also owe us the amount of the overdraft, plus any Nonsufficient Funds fee. Please refer to the Business Fee Schedule for a description of the Nonsufficient Funds fee. We may also collect any amounts due to us because of a returned check or item, through the right of offset, from any other of your Accounts at the Bank, or collect the funds directly from you.

Check Cashing Policy
We only cash checks for existing customers with a sufficient Available Balance. To cash a check, you must first deposit the check in your Account, and then withdraw the requested funds. As further described in the Section of this Disclosure titled “Returned Checks and Items,” if we cash a check for you that is not drawn on your Account, and the check is dishonored (returned unpaid) by the paying bank for any reason, we will deduct the amount of the dishonored check from your Account (in which case we may also exercise any other rights available to us under this Disclosure and/or applicable law). If the deduction creates an overdraft in your Account, you will owe us the amount of the overdraft, plus any Nonsufficient Funds Fee. Please refer to the Business Fee Schedule for a description of the Nonsufficient Funds Fee.

Withdrawal Policy
Account withdrawals may be made per written order of withdrawal in accordance with the information contained on the signature card and may also be made with a WaFd Bank Debit or ATM Card, as applicable. We may refuse a request if any document or identification we require or that is required in connection with the withdrawal has not been presented.

Federal law requires that we reserve the right to require seven (7) Calendar Days’ advance written notice of any intended withdrawal or transfer of funds from all Savings or Money Market Accounts. While we reserve this right, we do not presently exercise it. Please note that we may also require a signature to complete a withdrawal, including closing of your Account. Checking or Savings Account withdrawals of large funds may also require advance notification to the branch to ensure availability of cash on hand – for example, we reserve the right to require at least two (2) Business Days’ advance written notice of any such cash withdrawals.

Transaction Processing Order
The order in which transactions are posted to your Account (and whether you have a sufficient Available Balance to cover a transaction at that time) is important when planning your finances and Account transactions. For instance, this processing order is particularly important for avoiding overdrafts and Nonsufficient Funds fees. Our policy is to post Automated Clearing House (“ACH”) credits (e.g., direct deposits) to your Account before ACH debits that we receive on the same day. Please refer to the Table below for additional information about the order in which we will post transactions to your Account. All transactions are posted in Pacific Time, regardless of the branch time zone.

<table>
<thead>
<tr>
<th>Transaction Type</th>
<th>How Order is Determined</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Check processing</td>
<td>From lowest to highest dollar amount.</td>
</tr>
<tr>
<td>• Branch transactions (e.g., deposits and check cashing)</td>
<td>Chronologically based on the date and time that our records indicate the transaction was initiated or authorized.</td>
</tr>
<tr>
<td>• Debit card transactions</td>
<td></td>
</tr>
<tr>
<td>• Transfers</td>
<td></td>
</tr>
<tr>
<td>• Bill pay transactions</td>
<td></td>
</tr>
<tr>
<td>• Wire transfers</td>
<td></td>
</tr>
<tr>
<td>• Fees (and other service charges)</td>
<td>Fees and service charges can post to your Account in several ways. Most fees will post at the end of the day, but some fees will post immediately after the transaction to which they relate (e.g., a Wire Transfer fee will post immediately after the wire transfer transaction). Although most fees post on the same day they are incurred, certain other fees and service charges (e.g., monthly service charges, etc.) may be posted on the last day of your statement cycle or on other days throughout the month. For example, if your Account is an analyzed Account and you incur an analysis fee, that fee will typically be posted to your Account on the 15th of the following month. If at any time you have questions about the timing of any of our fees or service charges, please visit your local branch or call our Client Care Center at 800-324-9375 (for Small Business Accounts) or our Treasury Solutions Group at 877-423-9742 or 206-626-8108 (for Commercial Accounts).</td>
</tr>
</tbody>
</table>
Reasons Why We May Refuse to Pay an Item

We may refuse to pay an item that:

a. is illegible;

b. is drawn in an amount greater than the amount of funds then available for withdrawal in your Account (see the Funds Availability Policy and the Section below titled “Funds Available to Spend”) or which would, if paid, create an overdraft;

c. bears a duplicate check number;

d. we believe has been altered;

e. we believe is otherwise not properly payable; or

f. we believe does not bear an authorized signature.

Further, we are not required to honor any restrictive endorsement on checks you write, unless we have agreed in writing to honor the restriction. Examples of restrictive endorsements are “Not Valid For More Than $1,000” and “Void If Not Negotiated Within 30 Days of Issuance.”

Postdated Items

You agree that, when you write a check, you will not date the check in the future. If you do and the check is presented for payment before the date of the check, we may either pay it or return it unpaid. You agree that if we pay the check, the check will be posted to your Account on the day we pay the check (without regard to the date on the check). You further agree that we are not responsible for any loss to you in doing so.

Pre-Authorized Drafts

If you voluntarily give information about your Account (such as our routing number and your Account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, any debit to your Account initiated by the party to whom you gave the information is deemed authorized by you.

Funds Available to Spend

Please note that there may be times when the Current Balance of your Account is different from your Available Balance. The difference between your Current Balance and Available Balance is important for a number of reasons, including avoiding overdrafts and Nonsufficient Funds fees. In general, your “Current Balance” refers to the total amount of funds in your Account, but your Current Balance may not always reflect the amount of funds that you have available to spend from your Account. Rather, your Available Balance reflects the amount of funds that you have available to spend from time to time. To determine your “Available Balance,” we take your Current Balance and

(a) first, we subtract any holds on your deposits (such as holds on your deposits in accordance with our Funds Availability Policy), holds on debit card or other electronic transactions that have been authorized but are still pending and have not yet posted to your Account, and any other holds that we have placed on funds in your Account (such as holds relating to pledges of Account funds, minimum balance requirements, or court orders or other legal processes); and

(b) then, we add any deposits that we have made available to you, even though we have not yet received final funds (e.g., when we give you access to funds from a deposited check, even though we have not yet received funds from the financial institution on which the check is drawn).

Understanding the difference between your Current Balance and your Available Balance is important when planning your finances and Account transactions. For example, funds from your deposits will be added to your Current Balance when you deposit them, but if those deposits are on hold (e.g., under our Funds Availability Policy) they will not be reflected in your Available Balance. As an additional example, when you present your WaFd Bank Debit Card to a merchant, the merchant will typically ask us to authorize the transaction. If we provide this authorization, a temporary merchant payment authorization hold may be placed on your Account funds equal to the amount of the transaction, and this amount will then not be reflected in your Available Balance. Further, some other types of merchants (e.g., hotels and rental car companies) will create an authorized pending transaction and place a temporary merchant payment authorization hold on your Account equal to or greater than the amount of the transaction in an attempt to ensure sufficient funds will be in your Account when you make final payment (e.g., when you check out of the hotel or return the rental car) – the amount of this temporary merchant payment authorization hold also will not be included in your Available Balance. Further, your Available Balance will also not reflect any check that you have written against your Account that has not yet been presented for payment. In sum, there may be times when your Current Balance is different from your Available Balance, and this difference is important when planning your finances and Account transactions.

If at any time you have questions about your Current Balance or Available Balance, please visit your local branch or call our Client Care Center at 800-324-9820 (for Small Business Accounts) or our Treasury Solutions Group at 877-423-9742 or 206-626-8108 (for Commercial Accounts).

Overdraft Policy (All Accounts – Excluding Certificates of Deposit)

You do not have the right to withdraw any funds in excess of the Available Balance in your Account. When an item that is presented for payment exceeds your Available Balance, we can either pay or return the item. Although we use your Available Balance to determine whether to pay or return an item, we use your Current Balance to determine whether to charge a Nonsufficient Funds fee. Each time an item is presented for payment and your Account does not contain a sufficient Current Balance, you will be charged a Nonsufficient Funds fee. Please refer to the Business Fee Schedule for a description of the Nonsufficient Funds fee. You will be charged this Nonsufficient Funds fee regardless of whether we honor, pay, return, reject, or decline such item. Importantly, please note that an item may be presented multiple times (and as frequently as daily) and that we do not monitor or control the amount of times an item is presented for payment. For instance, you will be charged this Nonsufficient Funds fee each time we return such item, even if that item had previously been presented and returned (and you were previously charged a Nonsufficient Funds fee for that earlier return). You will also be charged this Nonsufficient Funds fee if we honor or pay the item, even if you were previously charged a Nonsufficient Funds fee when the item was earlier returned, rejected, or declined. You cannot choose which items we pay. If, in our sole discretion, we choose to allow a withdrawal that...
exceeds your Available Balance, you agree to immediately repay us the overdrawn amount. At no time will we be required to allow you to overdraw your Account, even if we have allowed overdrafts on one or more prior occasions. We do not offer the option to authorize overdrafts using a debit card for everyday (one-time or non-recurring) merchant purchases or for ATM withdrawals.

You agree to pay us, when we ask you, all our costs of collecting an overdraft, to the fullest extent permitted by applicable law. These costs include, but are not limited to, our legal fees and expenses. If more than one of you owns an Account, each of you will be responsible for paying us the entire amount of all overdrafts and obligations resulting from the overdrafts.

Intentionally withdrawing funds from an Account when there are not enough funds in the Account to cover the withdrawal or when the funds are not yet available for withdrawal may be a crime. In the event your Account is protected by our Overdraft Protection service, this Overdraft Policy is also subject to the terms and conditions set forth in the Section below titled “Overdraft Protection (ODP) Service.”

Overdraft Protection (ODP) Service
Our Overdraft Protection (“ODP”) service is available on any Checking Account. The ODP service will automatically transfer funds from a Qualified Protection Account to your Checking Account. “Qualified Protection Accounts” include Savings Accounts, Money Market Accounts, Checking Accounts, or qualified Lines of Credit (“LOCs”). Non-transaction Accounts, such as Certificates of Deposit, do not qualify as Qualified Protection Accounts. If you have an LOC as part of your ODP setup, you also agree to pay any interest accrued that may result from WaFd Bank performing the advance on your behalf from the LOC. Transfers performed on Accounts are subject to the terms and conditions of the Account Agreement. Transfers performed on LOCs are also subject to the terms and conditions of the applicable loan agreement and disclosures. You must apply separately for an LOC, which is subject to credit approval by WaFd Bank.

Sustained Overdrawn Accounts
We will notify you if your Checking Account or Money Market Account is in overdrawn status. If the Account remains in overdrawn status for forty (40) or more Calendar Days, or such earlier time that we determine that the overdrawn balance is uncollectible, we may close the Account and place it in collection status. Please refer to the Section of this Disclosure titled “Credit Verification and Obtaining Financial Information” for additional information regarding closure of Accounts.

Stop Payments
At your request and risk, we will accept a stop payment request for a check, single ACH transaction, or preauthorized transfer (e.g., recurring debit card or ACH transactions) on your Account for a Stop Payment fee. Please refer to the Business Fee Schedule for a description of the Stop Payment fee. This “Stop Payments” Section describes stop payments on checks and single ACH transactions. Please refer to the Section of this Disclosure titled “Stop Payment of Preauthorized Transfers” for information about stop payments on preauthorized transfers.

To be effective, a stop payment request must be received in time to give us a reasonable opportunity to act on it, and must precisely identify the Account number, check number (if applicable), date and amount of the item, and the payee. We may accept stop payment requests submitted verbally or via email or fax; but if the request is submitted through email or fax, a follow-up verbal request will be needed for validation of identity. A stop payment on a check will be effective for six (6) months. A stop payment on a single ACH transaction will be effective permanently, until withdrawn by you. It is your responsibility to ensure that all the information supplied on the stop payment form is correct and to promptly inform us of any inaccuracies. If you cannot provide all the information requested in the stop payment authorization, we may not be able to process your request. If you are requesting a stop payment because you believe a check or checks have been lost or stolen, for security purposes we may close the affected Account and open a new one. We will mail a notice to document the receipt of the stop payment request; however, if the stop payment information reflected in that notice is incorrect, it is your responsibility to notify us of the incorrect information. To maintain the validity of a stop payment on a check for more than six (6) months, you must complete a new stop payment request with the required information before the expiration of the six (6) month period. If a new stop payment request is not timely received, the check may be paid.

We are not liable for failing to stop payment if you have not followed these procedures or if your stop payment request comes too late for us to act on it. We are entitled to a reasonable period of time after we receive your stop payment request to notify our employees and take other action needed to stop payment. You agree that a “reasonable time” depends on the circumstances, but that we will have acted within a reasonable time if we make your stop payment request effective by the end of the next Business Day after the Business Day on which we receive your stop payment request. If we stop payment, you agree to defend and pay any claims raised against us as a result of our refusal to pay the check or other item on which you stopped payment. If we re-credit your Account after we have paid a check or other item over a valid and timely stop order, you agree to sign a statement describing the dispute you have with the person to whom the check or item was made payable. You also agree to transfer to us all your rights against the payee and any other holder, endorser, or prior transferee of the check or item and to cooperate with us in any legal action taken to collect against the other person(s).

If we are liable for inadvertently paying your check or ACH transaction over a stop payment order, you must establish the amount of your loss caused by our payment of the check or ACH transaction. We will pay you only the amount of the loss, up to the face amount of the check or ACH transaction, together with any Nonsufficient Fund fee(s) we may have imposed that resulted from paying your check or ACH transaction over a stop payment order. However, you understand and agree that we shall not be liable for any indirect, incidental, special, consequential, or punitive damages in connection with such payment(s).

We have no duty to stop payment on a cashier’s check, teller’s check, or other similar item because items of this type are not drawn on your Account. However, we may, in our sole discretion, attempt to stop payment on a cashier’s check, teller’s check, or other similar item if you certify to our satisfaction that the item has been lost, stolen, or destroyed. You must also furnish any other documents or information we may require, which may include your affidavit attesting to the facts and your indemnification of the Bank. Even if we agree to attempt to stop
payment on a cashier’s check, teller’s check, or other similar item, if the item is presented for payment, we may pay it and you will be liable to us for that item, unless otherwise required by applicable law.

International ACH and Wire Transfers

If your Account receives incoming ACH transactions (either credits or debits) or wire transfers initiated from outside of the United States, both you and we are subject to the Operating Rules and Guidelines of the National Automated Clearing House Association (“NACHA”) or the rules of any wire transfer system involved, and the laws enforced by the Office of Foreign Assets Control (“OFAC”). Under such rules and laws, we may temporarily suspend processing of an ACH transaction or wire transfer for greater scrutiny or verification against the OFAC list of blocked parties, which may result in delayed settlement, posting, and/or availability of funds. If we determine there is a violation, or if we cannot satisfactorily resolve a suspected or potential violation, the subject funds will be blocked as required by law. If you believe you have adequate grounds to seek the return of any blocked funds, it is your sole responsibility to pursue the matter with the appropriate governmental authorities. Please see the OFAC website for procedures and forms required to seek a release of blocked funds. We may impose an Incoming Wire Transfer fee for any domestic or international incoming wire transfer(s). Please refer to the Business Fee Schedule for a description of the Incoming Wire Transfer fee.

Periodic Statements

A statement of activity will be provided for Accounts at regular intervals, no longer than once each calendar year. Checking Accounts and Money Market Accounts are provided with monthly statements. Savings Accounts are provided a year-end statement of transactions. You will receive your Account statements or notices via electronic delivery, unless you opt out of electronic delivery and request to receive paper statements and notices. Unless you tell us of a change of address (e.g., a change of your mailing or email address), we will continue to deliver electronically (or by mail, if you opt out of electronic delivery) statements or any other notices to your address as it appears on our records, and you will be considered to have received those statements and any other notices sent to you at that address. We do not have to send you a statement or notice if we cannot deliver your statement or notice because of your failure to tell us that you have changed your address. If returned undelivered, the statement will be destroyed. Copies of your statements will generally be available upon your request for no additional fee. However, if your request for one or more statements will require us to perform at least one (1) hour of work, you will be charged a Research Fee. Please refer to the Business Fee Schedule for a description of the Research Fee. As provided under federal law, we may send notices to you for tax reporting purposes via U.S. Mail, regardless of any instructions which you may have otherwise provided to us.

You should review your statements and balance your Account promptly after you receive them, or promptly after we make them available to you. If you don’t receive an Account statement by the date when you usually receive it, call us at once. You must review your statements to make sure that there are no errors or other problems in the Account information. On Accounts with check-writing privileges, you must review your statement and imaged copies of paid checks, if any, we send you and report any forgeries, alterations, missing signatures, amounts differing from your records, or other information that might lead you to conclude that the check was forged or that, when we paid the check, the proper amount was not paid to the proper person. You have this duty even if we do not return checks to you or we return only an image of the check. You must notify us as soon as possible if you believe there is any error or problem with your Account statement. Please refer to the Section of this Disclosure titled “Time Limit to Report Errors” for additional information regarding the time in which you must notify us of any errors, forgeries, or other problems with the information shown on your Account statement.

You agree that Account statements and any images of paid checks accompanying the statement shall be deemed to be “available” to you as of the statement mailing date, or the date on which electronic statements are available for viewing. Please note that you may view images of your paid checks for no additional fee through our Online and Mobile Service. If you request to have images of your checks included with printed Account statements, you will be charged a Check Images with Monthly Statement fee. Please refer to the Business Fee Schedule for a description of the Check Images with Monthly Statement fee. Unless prohibited by applicable law, if you assert against us a claim that an item was not properly payable because, for example, the item was forged or an endorsement was forged, you must cooperate with us and assist us in seeking criminal and civil penalties against the person responsible. It is your responsibility to file reports and complaints with the appropriate law enforcement authorities for these claims, as applicable. If we ask, you also must give us a statement, under oath, about the facts and circumstances relating to your claim. If you fail or refuse to do these things, we will consider that you have ratified the defect in the item and agree that we may charge the full amount of the item to your Account.

Time Limit to Report Errors: You must notify us as soon as possible if you believe there is an error, forgery, or other problem with the information shown on your Account statement. You agree that fourteen (14) Calendar Days after the date your Account statement is made available to you is a reasonable amount of time for you to review your Account statement and report any errors, forgeries, or other problems. You agree not to assert a claim against us concerning any error, forgery, or other problem relating to a matter shown on an Account statement unless you notified us of the error, forgery, or other problem within thirty (30) Calendar Days after the date we made your Account statement available to you. This means, as a nonexclusive example, that you may not bring a lawsuit against us, even if we were at fault, for paying a check bearing a forged signature, unless you reported the forgery within thirty (30) Calendar Days after we made the Account statement available to you reflecting the check we paid. Further, if the same person made two (2) or more unauthorized transactions on your Account, and you failed to notify us of the first unauthorized transaction within this thirty (30) Calendar Day period, we will not be liable for any of the unauthorized transactions by the same wrongdoer. Please note that this Section may not apply to certain transactions subject to the Visa Zero Liability Policy. Please refer to Part IV of this Disclosure (Electronic Banking Services), and the Section titled “Visa Debit Card Zero Liability,” for additional information regarding the Visa Zero Liability Policy.
Debit Card or ACH Errors
You should review your statements and balance your Account promptly after you receive them or we make them available to you. If you don’t receive an Account statement by the date when you usually receive it, call us at once. You must review your statements to make sure that there are no debit card or ACH transaction errors. If you find a discrepancy, please call us immediately at either your local branch or our Client Care Center at 800-324-9375 (for Small Business Accounts) or our Treasury Solutions Group at 877-423-9742 or 206-626-8108 (for Commercial Accounts). Please also refer to the Section of this Disclosure titled “Funds Transfers” for additional information regarding the time in which you must notify us of any errors relating to your Funds Transfers.

Safekeeping
We may destroy original checks not less than sixty (60) Calendar Days after the date your Account statement was made available to you. We will store, at no charge, paid checks drawn against the Account, either in their original form or in electronic media, for a period of seven (7) years. During this period, we will generally provide a copy of any stored item upon your request for no additional fee. However, if your request for one or more stored items will require us to perform at least one (1) hour of work, you will be charged a Research Fee. Please refer to the Business Fee Schedule for a description of the Research Fee. If we have not retained the originals, you agree not to make any claim against us arising out of the authorized destruction of your original checks or the clarity or legibility of any copy we provide.

Account Ownership
The following provisions explain certain terms and conditions applicable to your Account depending upon the form of ownership specified on the signature card. Only the portion corresponding to the form of ownership specified will apply.

Joint Accounts
A joint Account is issued in the name of two (2) or more persons. If more than one of you opens an Account and signs a signature card as a co-owner of an Account (other than persons signing the signature card as Authorized Signers for the same principal), the Account is a joint Account. The following rules apply to all joint Accounts:

(a) Deposits: All deposits are the property of all of the owners of the joint Account. Each owner of a joint Account agrees that we may credit to the joint Account any check or other item which is payable to the order of any one or more of you, even if the check or other item is endorsed by less than all (or none) of you. We may supply endorsements as allowed by law on checks or other items that you deposit in the joint Account. For certain checks, such as those payable by the government, we may require all payees to endorse the check for deposit.

(b) Orders: We may release all or any part of the balance of the joint Account to honor checks, withdrawals, orders, or requests signed by any owner of the joint Account. Any one of you may close the joint Account. We may be required by service of legal process to hold or remit funds held in a joint Account to satisfy an attachment or judgment entered against, or other valid debt incurred by, any owner of the joint Account. None of you may instruct us to take away any of the rights of another. If there is a dispute among you, you must resolve it between (or among) yourselves and we do not have to recognize that dispute in the absence of any valid court order. Unless we receive written notice signed by any owner not to pay any joint deposit, we shall not be liable to any owner for continuing to honor checks or other orders drawn by, or withdrawal requests from, any owner; provided, that after we receive any such written notice, we shall also not be liable to any owner for refusing to pay any checks or honor any orders, and we may require the written authorization of any or all owners for any further payments.

(c) Liability: Co-owners of a joint Account are jointly and severally liable for activity in the joint Account. In the event of any overdrafts on a joint Account, the joint owners agree that each owner shall be jointly and severally liable for the overdrafts in the joint Account, whether any owner: (a) created the overdraft; (b) had knowledge of the overdraft; (c) was involved in or participated in activity in the joint Account; or (d) derived any benefit from the overdraft.

Collateralized Accounts
We offer certain collateralized Accounts secured by collateral in the form of securities that we maintain at the Federal Home Loan Bank of Des Moines. These collateralized Accounts offer protection above any applicable FDIC insurance limits. If your Account is collateralized Account, we will provide you with a Collateralized Account Security Agreement, granting you a security interest in the collateral.

Escrow, Trust, Fiduciary And Custodial Accounts
When your Account is set up as an escrow Account, trust Account, fiduciary Account or custodial Account, it is your sole responsibility to determine the legal effects of opening and maintaining an Account of this nature. We have no obligation to act as trustee or to inquire into your powers or responsibilities over this Account. We reserve the right to require the documentation necessary under applicable law to establish, maintain, manage, and close this Account. There may be additional terms and conditions that apply to this account that are governed by a separate agreement.

IOLTA, IOTA and IOLA Accounts
If your Account is an Interest on Lawyers Trust Account (“IOLTA”), an Interest on Trust Account (“IOTA”), an Interest on Lawyer Account (“IOLA”), or similar lawyer trust Account, you understand and agree that interest earned on the Account is directed to the applicable IOLTA, IOTA, IOLA, or similar Committee or Bar Association, as designated under applicable laws, regulations, and the rules of such Bar Association. If you open this type of Account, you agree to comply with all laws, regulations, and rules applicable to this account that are governed by a separate agreement.

IORETA and IOREBTA Accounts
If your Account is an Interest on Real Estate Trust Account (“IORETA”), an Interest on Real Estate Brokers Trust Account (“IOREBTA”), or similar realtor trust Account, you understand and agree that interest earned on the Account is directed to the applicable recipient as designated under applicable laws and regulations. If you open this type of Account, you agree to comply with all laws and regulations applicable to the Account.

1031 Exchange Qualified Escrow Accounts
If your Account is a 1031 Exchange Qualified Escrow Account, you understand and agree that additional terms applicable
Trust Accounts and Fiduciary Accounts

If you have opened the Account as trustee of a written trust or as trustee pursuant to a court order, only the trustee will be allowed to withdraw funds or otherwise transact business on the Trust Account as designated by the applicable trust instrument or court order. We can request a certified copy of any trust instrument (or a certification of trust in lieu of the trust instrument) or court order, but regardless of whether a copy (or certification) is filed with us, we will not be held responsible or liable to any of the beneficiaries for the trustee’s actions. Beneficiaries acquire the right to withdraw funds or otherwise transact business on the Trust Account only as provided in the applicable trust instrument or court order.

Some jurisdictions have specific laws governing other types of Fiduciary Accounts (e.g., executors, administrators, conservators, guardians, etc.). If you establish one of these types of Accounts, you agree to comply with the laws applicable to the type of Fiduciary Account. The person(s) establishing a Trust or other Fiduciary Account may make changes to the Account, including changes to the beneficiaries or the Account type, and may withdraw funds on deposit in the Account, only as permitted by the trust (or other fiduciary) instrument or court order. However, with all Trust or other Fiduciary Accounts, regardless of whether a written trust (or other fiduciary) instrument or court order has been provided to us, the owners and beneficiaries of the Account agree that we will not be liable if the trustee or fiduciary commits a breach of trust or breach of fiduciary duty or fails to comply with the terms of a written trust (or other fiduciary) instrument or court order or to otherwise comply with applicable law. We are not responsible for enforcing the terms of any written trust (or other fiduciary) instrument, court order, or applicable law against the trustee or fiduciary. We may rely on the genuineness of any document delivered to us, and the truthfulness of any statement made to us, by a trustee or fiduciary.

If you are a licensed attorney, you understand and agree that we may report information about overdrafts and/or returned checks involving any Account(s) which you maintain as trustee for the benefit of another person or in a fiduciary capacity, to the extent and in the manner required by applicable laws, regulations, and rules. You agree that we will have no liability to you for reporting any such information to the applicable authorities regarding any Account which we believe in good faith is subject to such laws, regulations, and rules (including without limitation any applicable Bar Association rules).

Escrow Accounts With Sub-Accounts

We provide a comprehensive escrow accounting service that allows you to consolidate the accounting and reporting of separate individual escrow Accounts. This service is generally designed for use by an entity, municipality, or person handling the funds of another party (a “Client”) in an escrow, fiduciary, constructive trust, agency, or similar capacity (“Client Funds”). As part of this service, you may establish and operate a Master Client Escrow Relationship (the “Master Relationship”). A commercial or business checking deposit Account will be opened from which Client Funds may be disbursed (the “Disbursement Account”), and a range of “Sub-Account” numbers will be provided as requested by you that will attach or connect to the Master Relationship (collectively, the “Consolidated Account”). You may open and attach an unlimited number of subsidiary deposit Accounts within the Master Relationship, with each subsidiary deposit Account evidencing the Client or beneficial owner(s) of the Client Funds (each a “Sub-Account”), and you may make an unlimited number of deposits to each Sub-Account. We will identify each Sub-Account that you open for a Client by the Client’s taxpayer identification number (“TIN”). You must obtain a completed IRS Form W-9 (or IRS Form W-8) from each Client for whom you open a Sub-Account. The IRS Form W-9 (or IRS Form W-8) must accompany the opening deposit for each Sub-Account.

Time Deposits (Certificates of Deposit)

When you open a time deposit, you agree to keep your deposit with us for a specified period or agree to give advance notice prior to withdrawal, and we agree to pay you interest at an agreed upon rate, or an agreed formula for a rate, for that period of time. We often refer to a time deposit as a “CD” OR “Certificate of Deposit” even though we do not issue a “certificate.” We are not required to permit an early withdrawal from a time deposit and if we do, it will be on the condition that you pay an early withdrawal fee and penalty. The amount of that penalty will be disclosed to you when you open such an Account. Please refer to Part II of this Disclosure (Additional Rules for Interest-Bearing Accounts) for additional information regarding the terms of Certificates of Deposit, including grace periods, early withdrawal penalties, and compounding. You may call us at 800-324-9375 (for Small Business Accounts) or 877-423-9742 or 206-626-8108 (for Commercial Accounts), visit one of our branches, or go to our Website to find out what CD products and terms we offer.

Night Depository

We also offer night depository services through facilities at a number of branches for the purpose of accepting deposits outside of our normal business hours (each, a “Night Depository”). If you choose to use our night depository services, you agree to comply with the additional terms set forth in this Section, along with any other additional terms set forth in any separate Night Depository Agreement or Authorization. As used in this Section, the term “Drop Bag” refers to the pouch or bag used to make deposits at the Night Depository, and the term “Exception Handling Instructions” refers to any written exception handling instructions you have specified to us in a Night Depository Agreement or Authorization.

A Night Depository may only be used to make deposits to your Account(s) in sealed pouches or bags or securely locked zipper bags of currency, coin, and/or negotiable instruments. You agree to include a deposit slip for each deposit transaction in your Drop Bag. Each deposit slip must designate your Account number and the exact amount of any currency, coin, and/or negotiable instruments to be deposited into the designated Account. You must take all precautions necessary or appropriate to ensure the Drop Bag falls down the chute, and you agree to lock the Night Depository after the deposit.

We remove all Drop Bags deposited in the Night Depository at the beginning of each Business Day. Drop Bags deposited after 9:00
Funds Transfers

This Section includes additional terms that apply to funds transfers, as defined in Article 4A of the Uniform Commercial Code (“Article 4A”), as adopted in the State of Washington, and Subpart (B) of Regulation J of the Board of Governors of the Federal Reserve System (“Regulation J”), and include ACH and wire transfers made from business accounts (“Funds Transfers”). Terms defined by Article 4A are used in this Disclosure as defined in Article 4A. Please note that this Section does not apply to funds transfers covered by the federal Electronic Fund Transfer Act and its implementing regulation, Regulation E. This Section also does not apply to wire transfers using our eWire service or to ACH entries using our eACH service, all of which are subject to the terms of the Online Banking Service Agreement. If you have a separate agreement with us for Funds Transfer services, the provisions of this Section supplement that agreement to the extent these provisions are not inconsistent with the agreement. We may impose an Outgoing Wire Transfer fee for any domestic or international outgoing wire transfer(s). Please refer to the Business Fee Schedule for a description of the Outgoing Wire Transfer fee (both Domestic and International).

Execution of Transfer: We may execute a Funds Transfer by any means we deem suitable in our sole discretion for the transmission of funds. You understand and agree that, regardless of the method of transfer we choose, we will be acting only as your agent and, in executing your Funds Transfer, we may make use of any correspondents, agents, or sub-agents and any routes for the forwarding of funds to the beneficiary at the address you provide. We may, in our sole discretion, decline to process any Funds Transfer without cause and without prior notice. If we decline to process a Funds Transfer, we may notify you by any means, including without limitation orally, by email, or in writing. You must designate which of your Accounts will be used to pay the Funds Transfer. We will not process a Funds Transfer with incomplete required information fields. Further, we may reject any Funds Transfer request if the Available Balance of your Account is insufficient to cover the amount of the Funds Transfer.

Describing the Beneficiary’s Bank and the Intermediary Bank:

You agree that your Funds Transfer may be executed in accordance with Article 4A. If you ask us to make a Funds Transfer from your Account to a beneficiary’s account, you must identify the beneficiary, the beneficiary’s bank, and the intermediary bank (if any) to which you want your Funds Transfer to be sent, in each case by name and identification number. If you fail to provide us with an intermediary bank, you authorize and direct us to select an intermediary bank on your behalf. You acknowledge and agree that under Article 4A, we are entitled to rely upon each identification number which you provide to us, as the proper identification of each beneficiary and bank, as applicable, even if the identification number identifies a person or bank different from the named beneficiary or bank. We will not verify the accuracy of any account, identification number, or other information provided by you. If you provide incorrect information, it may result in a delay or failure of the Funds Transfer to reach your desired beneficiary. We will not be responsible for the amount of a Funds Transfer paid by means of an identification number or account number even if the Funds Transfer goes to the wrong person. In addition, the beneficiary’s bank may make payment to the beneficiary based on the identification number, even if it identifies a person different from the named beneficiary. If we are named as a beneficiary’s bank, we will pay a Funds Transfer to the person identified by an identification number, even if it identifies a person different from the named beneficiary. You understand and agree that we may make corrections on your Funds Transfer(s) as we deem necessary to comply with applicable laws, rules, or regulations. Please note that Funds Transfers may also be delayed and/or denied pending due diligence reviews per Bank policy.
No Special Notice of Receipt of Funds: If you are the beneficiary of a Funds Transfer, you agree that we are not obligated to give you a separate notice that we have received the Funds Transfer. However, if you normally receive or have electronic access to a periodic Account statement for the Account to which we credited the Funds Transfer (e.g., via our Online and Mobile Service), you acknowledge and agree that the Funds Transfer will be reflected on the statement, including the date on which we credited the Funds Transfer to your Account. While we generally do not provide separate notices, we may do on occasion.

Security Procedures: Funds Transfers will be made according to our approved transmission methods and associated security procedure (“Security Procedure”). The Security Procedure is intended to verify that an order is authorized, but it is not intended to detect errors. The Security Procedure we will use may include but is not limited to: 1) your completion of a form(s) or other documentation of the request; 2) positive ID and verification of account information and signature with Bank records if the request is made in person; and 3) verification of account information and callback to a secure telephone number you have previously provided to us if the request is made by phone, email or facsimile, and we agree, in our sole discretion, to process that request. The Security Procedure will also apply to any amendment or cancellation of a Funds Transfer. You agree that the Security Procedure is commercially reasonable and that a Funds Transfer or payment order, verified by the Security Procedure, is effective as your order, whether or not the order is in fact authorized by you.

Funds Transfers Made Without a Security Procedure: If we agree to make a Funds Transfer for you without a security procedure at your request, you will be bound by such Funds Transfer to the fullest extent allowed by applicable law.

Cut-Off Time(s): All Funds Transfer requests are subject to our cut-off times we establish from time to time. Please note that cut-off times may vary depending your location and the type of Funds Transfer involved. You understand and agree that we may treat any Funds Transfer request received after our cut-off time as if we received the request the next Business Day. If at any time you have questions about our cut-off times, please visit your local branch or call our Client Care Center at 800-324-9375 (for Small Business Accounts) or our Treasury Solutions Group at 877-423-9742 or 206-626-8108 (for Commercial Accounts).

Cancellation or Amendment of Wire Transfers: In the case of a wire transfer, you may cancel or amend your Funds Transfer only if we receive your request prior to our execution of the Funds Transfer and at a time that provides us with a reasonable opportunity to act upon your request. To initiate such a request, you must speak to a Bank representative at one of our branches or call 800-324-9375 (for Small Business Accounts) or our Treasury Solutions Group at 877-423-9742 or 206-626-8108 (for Commercial Accounts). If we have already executed the wire transfer, you may request to recall the Funds Transfer, in which case you may be required to sign a Hold Harmless Indemnity Agreement before proceeding with the recall request. As wires are guaranteed funds, funds recalled may only be returned if the beneficiary’s bank and/or the beneficiary consent(s) to the request. We will not be liable to you for any loss resulting from the failure of the Beneficiary’s Bank and/or the Beneficiary to return your wire transfer.

No Warranty: We do not warrant or guarantee that your Funds Transfer will reach the beneficiary, or that your Funds Transfer will reach the beneficiary at or by any particular time. We cannot warrant or guarantee in any way, nor do we assume any liability as to the length of time necessary to complete, your Funds Transfers to locations outside the U.S., and you assume all risks associated with any such Funds Transfer. You understand and agree that we are excused from delays or failure to complete a Funds Transfer to the extent that the delay or failure results from a cause beyond our reasonable control.

Foreign Transfer Payment: If a Funds Transfer is made to a beneficiary in a foreign country, you acknowledge that the beneficiary’s bank may elect to pay the beneficiary in currency other than what was sent at any exchange rate determined by the beneficiary’s bank. You agree to bear all risk of loss due to fluctuation in exchange rates. You are advised that our prevailing exchange rates may be less favorable to you than market exchange rates. A Funds Transfer beneficiary who arranges with our paying correspondent, agent, or sub-agent to obtain payment in some other currency shall pay the charges. We are not responsible for any handling fees that any foreign and/or domestic bank(s) may charge. If your Funds Transfer is returned for any reason, you agree to accept the return in U.S. dollars in the amount of foreign money credit, based on the then-current buying rate of the bank converting the currency to U.S. dollars on the date of the refund, less any charges or expenses we incur, and any fees charged by any intermediary institutions handling the Funds Transfer.

Refund: If the beneficiary’s bank does not pay the beneficiary specified in the Funds Transfer order, a refund will be made only after we have received confirmation of the effective cancellation of the Funds Transfer order and we are in free possession of the funds debited or earmarked in connection with the Funds Transfer order. Any refund will be made for either: (a) the face amount of the Funds Transfer (less our fees and expenses, and expenses of our correspondents, agents, or sub-agents); or (b) the amount actually received by us in settlement of the liability to us of our correspondent, agents, or sub-agents, or foreign postal services, whichever is lower. However, as a condition of making refund to you, we will have the option, for a Funds Transfer composed (or partially composed) of foreign currency, to make the refund: (i) in that foreign currency; or (ii) in U.S. Dollars at our buying rate on the date of the refund to you. When the funds for payment of the Funds Transfer have been remitted abroad and have not been returned or otherwise made available to us, we shall not be obligated to make any refund on account of the Funds Transfer. We shall not be liable for a sum greater than the amount paid for the Funds Transfer, exclusive of commission, cable-charges, and other expenses.

Foreign Government Regulations: You understand and agree that your Funds Transfer will be subject to any and all applicable laws, regulations, and restrictions of foreign governments relating to foreign exchange transactions. We will have no obligation or responsibility to accept any Funds Transfer directed to or through persons, entities, or countries restricted by government regulation or prior Bank experience with particular countries. Funds Transfers are subject to the laws enforced by the OFAC. Under such laws, we may temporarily suspend processing of a Funds Transfer for greater scrutiny or verification against the OFAC list of blocked parties, which may result in delayed settlement, posting, and/or availability of funds. If we determine there is a violation, or if we cannot satisfactorily resolve a suspected or
potential violation, the subject funds will be blocked as required by law. If you believe you have adequate grounds to seek the return of any blocked funds, it is your sole responsibility to pursue the matter with the appropriate governmental authorities. Please see the OFAC website for procedures and forms required to seek a release of blocked funds.

You Must Tell Us About Errors: You must use ordinary care to determine whether each Funds Transfer has been authorized properly by you, and to discover any errors relating to any Funds Transfer that we have executed. You must tell us about an unauthorized Funds Transfer or any errors relating to a Funds Transfer no later than ten (10) Business Days after the earlier of the date we tell you that your Funds Transfer has been executed or the date we tell you that your Account has been debited to pay for such Funds Transfer. If you fail to notify us within such time period, and we are required by law to refund to you all or part of the payment which you made, we will not pay interest to you on the amount refunded unless we are required to do so by applicable law. Further, if we open an investigation relating to an unauthorized or erroneous Funds Transfer and we do not receive a response from the beneficiary’s bank within ninety (90) Calendar Days after we open our investigation, we will consider the case closed and it will be your sole responsibility to work with the beneficiary to resolve the matter.

Limited Liability: You agree that any liability we may have to you for damages or losses that you incur in connection with a Funds Transfer under this “Funds Transfer” Section will be limited to a refund for: (a) the funds transferred (less any portion of the funds transferred which are received by you or applied for your benefit); and (b) our fees relating to the Funds Transfer. Further, any rate of interest we may be obligated to pay you under Article 4A or Regulation J will be equal to the rate paid on the Account from which the Funds Transfer should have been made or to which the proceeds of the Funds Transfer were or should have been deposited, whichever is lower. Our liability is limited to the payment of this interest.

If we have complied with our obligations under this “Funds Transfer” Section (including without limitation with regard to the Security Procedures) in connection with a Funds Transfer, you will be liable for payment of the transferred amount and transfer fees, regardless of whether the Funds Transfer request was not actually transmitted or authorized by you, and you agree to indemnify us and hold us harmless from any losses, liabilities, penalties, claims, damages, costs, expenses, or other harm or injury (including, but not limited to court costs and reasonable attorneys’ fees) arising out of or relating to such Funds Transfer and/or the Funds Transfer services we provide under this “Funds Transfer” Section. You understand and agree that under no circumstances will we be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation attorneys’ fees or costs, in connection with any such Funds Transfers or otherwise. Please note that the foregoing indemnity and limitation of liability will not apply to the extent expressly prohibited by applicable law.

ACH Transactions: Originators that you authorize may send ACH entries to your Account from time to time (e.g., ACH debit entries, ACH credit entries, etc.). For any such ACH entry, you agree that it will be subject to the NACHA Operating Rules or other applicable funds transfer system rules, and that the following additional terms will apply:

• Our payment of a Funds Transfer to your Account will be provisional until we receive final settlement or payment, and you agree that we may reverse our provisional credit and/or obtain reimbursement from you if we do not receive final settlement or payment.
• A payment by the beneficiary’s bank of a Funds Transfer from your Account to the beneficiary will be provisional until final settlement has been made or until payment is considered received under applicable law, and you agree that the beneficiary’s bank may reverse its provisional credit and obtain a refund from the beneficiary, and you (as the originator of the payment) will not be considered to have paid the beneficiary.
• You authorize any Originating Depository Financial Institution (an “ODFI”) to initiate, pursuant to the NACHA Operating Rules, ACH debit entries to your Account for electronic presentment or re-presentment of items written or authorized by you.
• You may place a stop payment order on a preauthorized ACH debit entry in accordance with the terms set forth in Part IV of this Disclosure (Electronic Banking Services).

Power of Attorney
We may, in our sole discretion (unless we are required by law to recognize a statutory form of power of attorney), recognize the authority of a person to whom you have given a power of attorney to enter into transactions relating to your Account, until and unless we receive written notice, or we have actual notice of the revocation of such power of attorney. However, you must show us an original copy or certified copy of the power of attorney, properly notarized (or otherwise properly witnessed in accordance with applicable law), and any other documentation we may ask for from time to time. The power of attorney and all other documents must be in a form satisfactory to us. We will not be liable for damages or penalties by reason of any payment made to, or at the direction of, a person holding a power of attorney.

Certified Taxpayer Identification Number
Federal law requires you to provide us a valid and certified Taxpayer Identification Number (“TIN”). We may be required by federal or state law to withhold a portion of the interest credited to your Account in the following circumstances:

• You do not give us a correct TIN;
• The IRS tells us that you gave us an incorrect TIN;
• The IRS tells you that you are subject to backup withholding because you have under-reported your interest or other income;
• You fail to certify to us that you are not subject to backup withholding;
• You do not certify your TIN to us; or
• There may be other reasons why we may be required to do so under applicable law.

If we do this, the amount we withhold will be reported to you and the IRS and applied by the IRS to the payment of any Federal income tax you may owe for that year.
Credit Verification and Obtaining Financial Information
You agree that we may verify credit information about you, as well as credit and employment history about any individual who is personally liable for your obligations under the Account Agreement (e.g., your principals, owners, guarantors, etc.) through third parties, including but not limited to consumer reporting agencies, or verify any previous banking relationships of yours for any Accounts you have with the Bank now or in the future. By signing the signature card or other agreement to open your Account, or other written authorization (whether in writing or electronically), each such individual (i.e., principal, owner, guarantor, or other person who is personally liable for your obligations under the Account Agreement) authorizes the Bank to obtain such credit and employment information about him or her.

If an Account is declined based on adverse information, you may request from the consumer reporting agency a copy of the information supplied to us. Additionally, if your Account is closed for nonsufficient funds activity or other negative reason, a report may be made by us to one or more consumer reporting agencies or other third parties if permitted by applicable law. Please notify us if you have a dispute or if you have questions regarding the information we provide by writing to us at: WaFd Bank, 9929 Evergreen Way, Everett, WA 98204. Please provide your name, Account number, and why you believe there is an inaccuracy or describe the item you are not sure about. We will complete any investigation in compliance with applicable law and notify you of our findings and, if necessary, corrections. Please note that calling us will not preserve your rights.

Informal Dispute Resolution Process
Neither you nor WaFd Bank may commence any arbitration or other action (as either an individual litigant or a member of a class) arising from the other party’s actions relating in any way to your Account or alleging that the other party has breached any provision of, or any duty owed by reason of, any agreement with WaFd Bank, until you or WaFd Bank has notified the other party pursuant to the notice procedures for the informal dispute resolution process described in this Section, and has given the other party a reasonable period to take corrective action (if corrective action is appropriate). You and WaFd Bank agree that a reasonable period to take corrective action will be sixty (60) Calendar Days from the date the required notice was given unless applicable law specifies a shorter period for corrective action to be taken, in which case the time period specified under applicable law will be deemed to be reasonable for purposes of this Section. You must provide this notice once you become aware of a claim and within the time required under applicable law.

All notices given in connection with this informal dispute resolution process by either you or WaFd Bank must be in writing. If WaFd Bank provides notice to you in connection with this informal dispute resolution process, the notice will be considered to have been given to you when mailed to your address by first class mail or when delivered to your address if sent by other means. The notice address will be the address associated with your Account at the time of the notice. There may be only one designated notice address under this informal dispute resolution Section at any one time. Any notice you provide to WaFd Bank shall be given by delivering it or by mailing it by first class mail to us at: WaFd Bank, P.O. Box 1460, Boise, ID 83702. This notice from you will be considered given when WaFd Bank receives the notice. If any notice required by this informal dispute resolution process is also required under applicable law, the applicable law requirement will satisfy the corresponding notice requirement under this informal dispute resolution process.

Arbitration
You and WaFd Bank agree that any dispute relating in any way to your Account or transactions will be resolved by binding arbitration as discussed below, and not through litigation in any court (except for matters in small claims court). This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (“FAA”).

YOU AND WAFD BANK ARE WAIVING THE RIGHT TO HAVE OUR DISPUTE HEARD BEFORE A JUDGE OR JURY, OR OTHERWISE TO BE DECIDED BY A COURT OR GOVERNMENT TRIBUNAL. YOU AND WE ALSO WAIVE ANY ABILITY TO ASSERT OR PARTICIPATE IN A CLASS OR REPRESENTATIVE BASIS IN COURT OR IN ARBITRATION. ALL DISPUTES, EXCEPT AS STATED BELOW, MUST BE RESOLVED BY BINDING ARBITRATION WHEN EITHER YOU OR WE REQUEST IT.

What claims or disputes are subject to arbitration?
Any claim or dispute relating in any way to your Account, or to any services offered by WaFd Bank, will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. Any claims or disputes arising from or relating to this Disclosure, any prior account agreement between us, or the advertising, the application for, or the approval or establishment of your Account or other obligations under the Account Agreement) authorizes the Bank to obtain such credit and employment information about him or her.

Informal Dispute Resolution Process
Neither you nor WaFd Bank may commence any arbitration or other action (as either an individual litigant or a member of a class) arising from the other party’s actions relating in any way to your Account or alleging that the other party has breached any provision of, or any duty owed by reason of, any agreement with WaFd Bank, until you or WaFd Bank has notified the other party pursuant to the notice procedures for the informal dispute resolution process described in this Section, and has given the other party a reasonable period to take corrective action (if corrective action is appropriate). You and WaFd Bank agree that a reasonable period to take corrective action will be sixty (60) Calendar Days from the date the required notice was given unless applicable law specifies a shorter period for corrective action to be taken, in which case the time period specified under applicable law will be deemed to be reasonable for purposes of this Section. You must provide this notice once you become aware of a claim and within the time required under applicable law.

All notices given in connection with this informal dispute resolution process by either you or WaFd Bank must be in writing. If WaFd Bank provides notice to you in connection with this informal dispute resolution process, the notice will be considered to have been given to you when mailed to your address by first class mail or when delivered to your address if sent by other means. The notice address will be the address associated with your Account at the time of the notice. There may be only one designated notice address under this informal dispute resolution Section at any one time. Any notice you provide to WaFd Bank shall be given by delivering it or by mailing it by first class mail to us at: WaFd Bank, P.O. Box 1460, Boise, ID 83702. This notice from you will be considered given when WaFd Bank receives the notice. If any notice required by this informal dispute resolution process is also required under applicable law, the applicable law requirement will satisfy the corresponding notice requirement under this informal dispute resolution process.

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You and WaFd Bank agree that any dispute relating in any way to your Account or transactions will be resolved by binding arbitration as discussed below, and not through litigation in any court (except for matters in small claims court). This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (“FAA”).

YOU AND WAFD BANK ARE WAIVING THE RIGHT TO HAVE OUR DISPUTE HEARD BEFORE A JUDGE OR JURY, OR OTHERWISE TO BE DECIDED BY A COURT OR GOVERNMENT TRIBUNAL. YOU AND WE ALSO WAIVE ANY ABILITY TO ASSERT OR PARTICIPATE IN A CLASS OR REPRESENTATIVE BASIS IN COURT OR IN ARBITRATION. ALL DISPUTES, EXCEPT AS STATED BELOW, MUST BE RESOLVED BY BINDING ARBITRATION WHEN EITHER YOU OR WE REQUEST IT.

What claims or disputes are subject to arbitration?
Any claim or dispute relating in any way to your Account, or to any services offered by WaFd Bank, will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. Any claims or disputes arising from or relating to this Disclosure, any prior account agreement between us, or the advertising, the application for, or the approval or establishment of your Account or other obligations under the Account Agreement) authorizes the Bank to obtain such credit and employment information about him or her.

Informal Dispute Resolution Process
Neither you nor WaFd Bank may commence any arbitration or other action (as either an individual litigant or a member of a class) arising from the other party’s actions relating in any way to your Account or alleging that the other party has breached any provision of, or any duty owed by reason of, any agreement with WaFd Bank, until you or WaFd Bank has notified the other party pursuant to the notice procedures for the informal dispute resolution process described in this Section, and has given the other party a reasonable period to take corrective action (if corrective action is appropriate). You and WaFd Bank agree that a reasonable period to take corrective action will be sixty (60) Calendar Days from the date the required notice was given unless applicable law specifies a shorter period for corrective action to be taken, in which case the time period specified under applicable law will be deemed to be reasonable for purposes of this Section. You must provide this notice once you become aware of a claim and within the time required under applicable law.

All notices given in connection with this informal dispute resolution process by either you or WaFd Bank must be in writing. If WaFd Bank provides notice to you in connection with this informal dispute resolution process, the notice will be considered to have been given to you when mailed to your address by first class mail or when delivered to your address if sent by other means. The notice address will be the address associated with your Account at the time of the notice. There may be only one designated notice address under this informal dispute resolution Section at any one time. Any notice you provide to WaFd Bank shall be given by delivering it or by mailing it by first class mail to us at: WaFd Bank, P.O. Box 1460, Boise, ID 83702. This notice from you will be considered given when WaFd Bank receives the notice. If any notice required by this informal dispute resolution process is also required under applicable law, the applicable law requirement will satisfy the corresponding notice requirement under this informal dispute resolution process.
Does arbitration apply to claims and disputes involving third parties?
Arbitration applies whenever there is a claim or dispute between you and WaFd Bank. If a third party is also involved in a claim or dispute between you and WaFd Bank, then the claim or dispute will be decided with respect to the third party in arbitration as well, and it must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party. For purposes of arbitration, “you” includes any person who is listed on your Account, and “WaFd Bank” includes Washington Federal Bank, all of its affiliates, and all third parties who are regarded as agents or representatives of ours in connection with a claim or dispute. (If we assign your Account to an unaffiliated third party, then “WaFd Bank” includes that third party.) The arbitration may not be consolidated with any other arbitration proceeding.

How does arbitration work?
The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA’s Supplementary Procedures for Consumer-Related Disputes. The AAA’s rules are available at www.adr.org or by calling 800-778-7879. Payment of all filing, administration, and arbitrator fees will be governed by the AAA’s rules.

The arbitrator will decide the claim or dispute in accordance with all applicable law, including recognized principles of equity and statutes of limitations, and will honor all claims of privilege recognized by law. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law. A single arbitrator will conduct the arbitration and will use applicable substantive law, including the Uniform Commercial Code, consistent with the FAA and the applicable statutes of limitations or conditions precedent to suit, and will honor claims of privilege recognized at law. The arbitrator can award damages or other relief provided for by law to you or us, but not to anyone else. The arbitrator’s authority is limited to the claims or disputes between you and WaFd Bank.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of this Disclosure as a court would.

The arbitrator’s decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days of award issuance. The appeal must request a new arbitration in front of three (3) neutral arbitrators designated by the same arbitration administrators. The panel will reconsider all factual and legal issues, following the same rules of procedure, and will make decisions based on majority vote. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Who will pay for costs?
WaFd Bank will pay any costs that are required to be paid by us under the arbitration administrator’s rules of procedure. Even if not otherwise required, we will reimburse you up to $200 for any initial arbitration filing fees you have paid. All other fees will be allocated according to the arbitration administrator’s rules and applicable law. If you consider that you are unable to afford any fees that would be yours to pay, you may request that we pay or reimburse them, and we will consider your request in good faith.

How do I file an arbitration claim?
To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to us at: WaFd Bank, P.O. Box 1460, Boise, ID 83702.

Legal Process
We are not obligated to honor any claim against or involving an Account unless we are required to do so by order of an arbitration proceeding, court or government agency that has jurisdiction over us, or pursuant to applicable law. This rule applies to any person asserting any rights or interest regarding an Account, including you and other persons who are authorized to make withdrawals or write checks or who present a power of attorney signed by you.

If we receive notice of any claim or dispute or of any legal proceeding we reasonably believe involves you or any of your Accounts, in our discretion we may suspend transactions on any Account which we believe to be affected until final determination of the claim, dispute, or legal proceeding. We may place a hold on any funds in the Account and suspend transactions whether the affected Account is in your name alone or is a joint Account. An Account may be suspended even though the suspension may have been due to inadvertence, error because of similarity of the names of depositors, or other mistake. You agree that we may comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena, or warrant relating to you or your Account which we reasonably believe to be valid and without restriction under applicable law, without any liability from us to you. You agree that if we are properly served with legal process at any of our branches or offices, we may comply with it, even if it is served at a location other than where your Account was opened, as may be permissible under applicable law. Further, you agree that we may comply with such process as we deem appropriate under the circumstances, even if the legal process or document appears to affect the interest of only one owner of a joint Account. In such case, we may refuse to permit withdrawals or transfers from your Account until such legal process is satisfied or dismissed, even if such action results in nonsufficient funds to pay a check you have written or otherwise satisfy an obligation you may have incurred.

You agree that we are entitled to a Legal Processing fee, for which you are liable to us, upon receipt of any legal process. Please refer to the Business Fee Schedule for a description of the Legal Processing fee. We may deduct such Legal Processing fee, as well as any costs or expenses (including, but not limited to, reasonable attorneys’ fees) that we incur in connection with any such legal process, from your Account or any other Account you may have with us without prior notice to you, or we may bill you directly for such costs, expenses, and Legal Processing fees. Any garnishment, attachment, or other levy against your Account shall be subject to our right of offset and security interest.

You agree that we will not pay, and you shall not be entitled to receive interest on any funds we hold or set aside in connection with or in response to legal process. Finally, you agree that we may accept and comply with legal process, irrespective of how and/or where it was received even if the law requires any particular method of service.

Without limiting your indemnification obligations otherwise
set forth in the Account Agreement, you agree to indemnify us against all losses, liabilities, penalties, claims, damages, costs, expenses, or other harm or injury (including, but not limited to, court costs and reasonable attorneys’ fees) which we may incur or suffer by reason of responding to or initiating any legal process, including any interpleader action we commence involving you or your Account. As part of that indemnity, in the event we incur liability to a creditor of yours as a result of our response or failure to respond to a legal process, you agree to pay us on demand the amount of our liability to your creditor and to reimburse us for any expense, attorneys’ fees, or other costs we may incur in collecting the amount from you.

We may, in our sole discretion and without any liability to you, initiate an action in interpleader to determine the rights of the persons making adverse claims to your Account. We may exercise the right regardless of whether the persons making the adverse claims have complied with all statutory requirements pertaining to adverse claims, such as posting a bond or giving other surety. Upon initiation of an interpleader action, we will be relieved and discharged of all further duties and obligations.

Restricting Your Account
In addition to other reasons specified in the Account Agreement, we may refuse to open your Account or decline or prevent transactions to or from your Account to protect you or us, or to comply with legal or regulatory requirements. We may refuse, freeze, reverse, or delay any specific withdrawal, payment, or transfer of funds from your Account to hold them pending investigation, including in one or more of the following circumstances:

- We receive conflicting information or instructions regarding Account ownership, control, or activity;
- We suspect that you may be the victim of a fraud or scam or financial exploitation, even though you have authorized the transaction(s);
- We suspect that any transaction may involve illegal activity or may be fraudulent;
- We are complying, in our sole judgment, with any federal, state, or local law, rule, or regulation, including federal asset control and sanction rules and anti-money laundering rules, or with our policies adopted to assure that we comply with those laws, rules, or regulations;
- You fail to provide us with any information, documentation, or materials relating to you and/or your Account(s) that we require or request from time to time; or
- We reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

We also may limit cash deposits to, or withdrawals from, your Account (or all of your Accounts, collectively) in a single transaction or total withdrawals or deposits during any period of time, or who may make deposits, in order to reduce risk and/or enhance our efforts to comply with applicable law. Subject to applicable law, we will have no liability for any action we take under this Section.

If You Owe Us Money
If you withdraw funds from your Account that you do not have a right to withdraw, including the amount of a check or other item which we later charge back to your Account or any amounts that may be credited to your Account in error, you will have to pay us back. If you do not, we can bring a lawsuit against you to get the money back. We can also do this if you owe us any fees or charges in connection with your Account and you do not pay us. If we bring a lawsuit against you, you agree to pay our court costs and reasonable attorneys’ fees as awarded by the court and as permitted by law.

Right of Offset
Unless we are prohibited by applicable law, we may take any funds in any of your Accounts to pay any debt you owe us that is in default. This is called the right of offset and applies to all funds of yours in our possession now or in the future but does not apply to funds held in an IRA or other tax deferred Account. We can use this right of offset without giving you any notice (unless notice is required by applicable law) and without going through any legal processes or court proceedings. If this is a joint Account, the right of offset applies to deposits of each co-owner to pay the debts owed to us by any or all of you. Likewise, we may withdraw money from an Account owned by only one person and apply it to reduce the joint debt of that person and another person. This right of offset does not apply to your Account if the debtor’s right of withdrawal arises only in a representative capacity.

We also have a right to place a hold on funds in your Account(s) if we have a claim against you or pending exercise of our right of offset. If we place a hold on your Account, you may not withdraw funds from the Account and we can refuse to pay checks or other items drawn on the Account. In addition to any right of offset, you hereby grant to WaFd Bank a security interest in your Accounts to secure all loans or other extensions of credit with the Bank, now or in the future.

Abandoned Accounts and Unclaimed Property
State and federal law and our policy govern when Accounts are presumed abandoned. The applicable state law is generally the laws of the state reflected in your last-known address on your Account statement. Your Account is usually presumed abandoned if you have not performed at least one (1) of the following activities for the period specified in the applicable state’s unclaimed property law: (a) made a deposit or withdrawal; (b) written to us about the Account; or (c) otherwise shown an interest in the Account, such as asking us to keep the Account active. Our fees, charges, and interest payments, and automatic deposits and withdrawals, are usually not considered activities that will rebut this presumption.

We are required by the unclaimed property laws to turn over funds in Accounts presumed abandoned to the applicable state agency. Before we turn over funds in an abandoned Account, we may send a notice as required by applicable law to the address we currently show for the Account statement. However, we may not send this notice if mail we previously sent to this address was returned. Unless prohibited by applicable law, we may charge to the Account our costs and expenses of any notice, advertisement, payment, and/or delivery of the Account to the applicable state agency. After we turn the funds over to the state agency, we have no further liability to you for the funds and you must apply to the appropriate state agency to reclaim your funds.

Inactive Accounts
We will consider your Checking Account inactive if there is no activity in your Account for a period of two hundred seventy (270) consecutive Calendar Days. We will consider your Savings
Account or Money Market Account inactive if there is no activity in your Account for a period of one (1) year. If we consider your Account inactive, then (unless prohibited by applicable law) we may:

- Charge Inactive Account Fees on the Account in addition to regular monthly maintenance and other fees. Please refer to the Business Fee Schedule for a description of the Inactive Account Fee(s);
- Stop sending Account statements, even if the Account received interest;
- Stop paying interest on the Account; and/or
- Refuse to pay items drawn on or payable out of the Account.

If you re-establish contact with us, we do not have to reimburse you for any Inactive Account Fee(s) or other regular monthly maintenance or other fees, and we are not liable to you for any interest that would otherwise have accrued on your Account.

Limited Liability

If we make a mistake and, for example, charge you more than we should have, we will correct the error, so long as you give us sufficient and timely notice under the Account Agreement and applicable law and an opportunity to fix it. You agree that, to the extent not prohibited by applicable law or the Account Agreement, we will not be liable to you for performing or failing to perform our services under or in connection with the Account Agreement unless we have acted in bad faith. If a court establishes our liability to you under the Account Agreement, unless prohibited by applicable law or the Account Agreement, you agree that you may recover only your actual damages from us and we will not be liable for any indirect, incidental, special, consequential, or punitive damages. Neither the Account Agreement nor your deposit relationship with us creates a fiduciary, quasi-fiduciary, or special relationship between you and us. Our deposit relationship with you is that of debtor and creditor. Our internal policies and procedures are solely for our own purposes and do not impose on us a higher standard of care than otherwise would apply by law without such policies or procedures.

Default

Your Account may be in default if: (a) you have repeatedly overdrawn your Account; (b) you do not repay immediately any overdraft; (c) you do not comply fully with any term or condition of the Account Agreement or of any other agreement you may have with us; or (d) you give us false or misleading information about yourself or any of your deposit or credit relationships with us or with others. If you are in default, we may close any or all of your Accounts, with or without notice (unless notice is required under applicable law), or we may exercise all available rights and remedies provided elsewhere in the Account Agreement or other agreements and all rights and remedies available at law or equity.

Indemnity

Without limiting your indemnification obligations otherwise set forth in the Account Agreement, you agree to indemnify us and hold us harmless from and against any and all losses, liabilities, penalties, claims, damages, costs, expenses, or other harm or injury (including, but not limited to, court costs and reasonable attorneys’ fees) that we may incur as a result of any claim asserted against us by any third party arising out of any action at any time taken or omitted to be taken by (a) you under or in connection with the Account Agreement, including, but not limited to, your failure to observe and perform properly each and every obligation in accordance with the Account Agreement and any other agreement which you enter into with us; or (b) us in reliance upon any certification, evidence of authority, or other document or notice given or purporting to have been given by you to us, or any information or order which you provide to us. This indemnification does not apply to claims that you may assert against us, or to any amounts we are obligated to pay you under the terms of the Account Agreement or applicable law.

If you give us instructions that we believe may expose us to potential liability, we may refuse to follow your instructions. If we decide to follow your instructions, you agree to indemnify us and hold us harmless against all losses, liabilities, penalties, claims, damages, costs, expenses, or other harm or injury (including, but not limited to, court costs and reasonable attorneys’ fees) that we may incur in following your instructions. In addition, we may ask you for certain protections, such as a surety bond or your indemnity in a form satisfactory to us, before we agree to follow any such instructions.

Jury Trial Waiver

YOU AND WE EACH 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, THE ACCOUNT 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 SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER YOU NOR WE HAVE AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. YOU AND WE EACH ACKNOWLEDGE THAT THIS WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE.

Demand Deposit Accounts and Sub-Accounts

For regulatory accounting purposes, all Checking Accounts consist of two separate sub-accounts: a transaction sub-account, and a non-transaction sub-account. We may periodically transfer funds between these two sub-accounts without notice to you, as often as once a day. On a sixth transfer during a calendar month, any funds in the non-transaction sub-account will be transferred back to the transaction sub-account. This process will not affect your Available Balance, the interest you may earn, FDIC insurance protection, or your monthly Account statement.

These sub-accounts are treated as a single Checking Account for purposes of deposits and withdrawals, access and information, statement reporting, and any fees or charges. There are no separate or additional balance requirements, fees, or charges associated with the creation of these sub-accounts. If your Checking Account is a non-interest bearing Account, neither the transaction sub-account nor the non-transaction sub-account receives any interest. If your Checking Account is an interest-bearing Checking Account, both the transaction sub-account and the non-transaction sub-account receive the same interest rate at all times, and your periodic statement will reflect a single blended Annual Percentage Yield (“APY”) and APY Earned.
Protection Against Unauthorized Items
Please note that there is a growing risk of losses resulting from unauthorized items. We offer various services that provide effective means for controlling the risk from unauthorized items, including without limitation our “Positive Pay Service.” In addition, from time to time we may recommend that you use certain fraud prevention practices to reduce your exposure to fraud. Each of these practices is an industry “best practice.” An example of a best practice is “dual custody” (also sometimes referred to as “dual control”) which requires a payment or user modification initiated by one user to be approved by a second user on a different computer or mobile device before it takes effect. Please also refer to the additional best practices included in the Section of this Disclosure titled “Preventing Misuse of Your Account.”

If we have expressly recommended that you use one or more of these services or best practices (or any other service related to fraud prevention that we may offer after the date of this Disclosure) and you either: (a) decide not to use the recommended service or best practice; or (b) fail to use the service or best practice in accordance with the applicable service description or our other documentation applicable to the service or best practice, then you understand and agree that you will assume the risk of any losses that could have been prevented if you had used the recommended service or best practice.

Preventing Misuse of Your Account
You agree to take reasonable steps to ensure that you have adequate internal procedures to secure your Accounts and items drawn on (or deposited to) your Accounts. To help reduce the risk of embezzlement and to protect your business assets, we recommend that you (at a minimum):

- Assign responsibilities for your Account to multiple individuals (e.g., those who reconcile your Account statements should be different from those who issue items drawn on your Account);
- Immediately reconcile Account statements when you receive them, and immediately notify us of any problem;
- Contact us immediately if you do not receive your Account statement when you would normally expect to;
- Watch for paper checks or other paper items that are cashed out of sequence or made out to cash, which can be red flags for embezzlement;
- Secure your supply of paper checks and other paper items, as stolen items are a common method of embezzlement;
- Periodically reassign accounting duties such as reconciling your Account or making deposits to your Account;
- Review transaction activity on your Account for unexpected or abnormal fluctuations (e.g., compare the percentage of cash deposits to total deposit size, as most businesses will maintain a constant average, and a large fluctuation may also be an indication of embezzlement);
- Destroy any paper checks or other paper items that you do not intend to use;
- Use tamper-resistant paper checks and other paper items at all times;
- Immediately notify us if an Authorized Signer’s authority ends or is otherwise limited or revoked (e.g., so that he or she is promptly removed from signature cards and/or from accessing our Online and Mobile Service, and so that any debit or credit cards that were issued to him or her can be promptly cancelled);
- Do not sign blank paper checks or other items; and
- Obtain business insurance for these risks.

Changes to Our Agreement with You
We may amend the Account Agreement in whole or in part from time to time, including by adding, deleting, or amending existing terms, or adding or discontinuing services or accounts, by providing you with notice by mail to the address we currently have for your statement, or if you have agreed to this method, by providing it to you electronically. Any change is effective immediately, unless required otherwise by applicable law. If a notice of a change to the Account Agreement is returned to us as being undeliverable or if we stop sending notices to you because notices or statements we previously sent you were returned as being undeliverable, you understand that the notices are available to you at our branches, and you agree to that method of delivery. Unless otherwise required by applicable law, we may also amend the Account Agreement without prior notice by posting the information in our branches, on our Website, or otherwise making it available to you. If we notify you that the terms of your Account have changed or make the changes available as described above and you continue to have your Account after the effective date of the change, you have agreed to the new terms. You can obtain a copy of our current Account Agreement in our branches or on our Website.

Closing Your Account
You or we may close your Account at any time. If your Account is closed before interest is credited, you will receive the accrued interest. If we close the Account, we will advise you in writing that we have done so and mail you a check for final balance. If your Account is inactive and has had a zero balance for at least one hundred eighty (180) Calendar Days, we will assume that you have abandoned your Account and will close the Account. If you request to close the Account, we may require a signature from you in connection with your request. You will still be responsible for any outstanding checks written, or fees, charges, or overdrafts incurred before, during, or after the time the closure of the Account. We are not required to close the Account at your request until all known authorized or outstanding items (including checks, ATM, point-of-sale,ACH, and other electronic transactions) have been paid from your Account and any outstanding disputes (including but not limited to disputes regarding electronic transfers,ACH transactions, or other unresolved internal research requests/disputes concerning the Account) have been resolved. We will not reopen a closed Account, except as necessary to resolve any outstanding disputes. Any items presented for payment after an Account has been closed will be returned to the payee and you will be liable for any associated fees or charges. Any additional deposits or electronic credits (e.g., Social Security benefits or disability and SSI payments, VA benefits, pension payments, automatic payroll deposits, etc.) will be returned to the issuer or originator.

Banking Practices
In the absence of a specific provision in the Account Agreement, your Account will be subject to our usual banking practices and, to the extent not inconsistent with the Account Agreement, general commercial banking practices and applicable law.
Governing Law
Unless otherwise stated, your Account and the Account Agreement will be governed by federal law and, unless superseded by federal law, by the law of the state of Washington.

Severability and Change of Law by Agreement
A determination that any part of the Account Agreement is invalid or unenforceable will not affect the remainder of the Account Agreement. If any part of the Account Agreement is inconsistent with any applicable law, then to the extent the law can be amended or waived by contract, you and we agree that the Account Agreement governs, and the law is amended or waived by the Account Agreement.

Venue and Limitation on Bringing Contract Actions
In the event of any legal action or claim arising out of or relating to your Account or the Account Agreement, venue shall be in the same city as the District Court that is closest to the principal residence or office of the party against whom the action or claim is filed. If either party chooses to have disputes resolved by arbitration, the Arbitration Section of this Disclosure governs the process and location of the arbitration proceedings. Subject to applicable law, you agree that any arbitration or other action or claim in relation to an alleged breach of this Disclosure shall be commenced within one (1) year of the alleged breach, without regard to the date the alleged breach is discovered.

Attorneys’ Fees
In any legal action or claim arising out of or relating to your Account or the Account Agreement, the prevailing party will be entitled to recover costs and reasonable attorneys’ fees.

Our Right to Delay Enforcement
We may choose to not enforce or delay in enforcing any provision(s) of the Account Agreement without losing the right to enforce such provision(s) in the future.

Items in the Mail
You understand and agree that we are not responsible for any items you mail to us that are lost in transit. We recommend that you do not place currency or coupons in the mail.

Assignment
You may not transfer, assign, or pledge your Account or any of your rights or obligations under the Account Agreement (by operation of law or otherwise), and we will not recognize any such attempted transfer, assignment, or pledge, without our prior written consent, which we may withhold in our sole discretion.

Representations and Warranties
By opening and maintaining an Account with us, you represent and warrant each of the following at all times during your Account relationship with us: (a) the Account Agreement represents your valid and binding obligation and is enforceable in accordance with its terms; (b) the Account Agreement represents the entire agreement between you and us regarding your Account and supersedes any and all prior discussions or agreements between you and us regarding the Account; and (c) your performance of the Account Agreement does not violate (i) your corporate or other governing documents, (ii) any agreement or instrument to which you are a party, or (iii) any law or regulation applicable to you.

Online and Mobile Banking
We also offer Online Banking and Mobile Banking services through our Website and Mobile Banking App, respectively (collectively, the “Online and Mobile Service”). Use of the Online and Mobile Service is also governed by the Online Banking Service Agreement, which is available on our Website and in printed form upon request at your local branch. In order to use the Online and Mobile Service, you must agree to the terms and conditions of the Online Banking Services Agreement. Please refer to the Online Banking Services Agreement for additional information about our Online and Mobile Service.

Contacting Us
You may contact us by phone at either the Customer Care Center 800-324-9375 (for Small Business Accounts) or the Treasury Solutions Group at 877-423-9742 or 206-626-8108 (for Commercial Accounts). You may also contact us by mail at WaFd Bank, Attn: Customer Care Center, 9929 Evergreen Way, Everett, Washington 98204 (for Small Business Accounts) or at WaFd Bank, Attn: Treasury Servicing, P.O. Box 1460, Boise, Idaho 83701 (for Commercial Accounts). You may also visit your local branch or Commercial Relationship Team.
Part II: Additional Rules for Interest-Bearing Accounts

Accounts Covered
This Part II describes additional terms that apply to the various interest-bearing Accounts we offer. Please note that not all products described in this Part II are available to all customers, and that the terms found in this Part II may not apply to you.

Business Fee Schedule and Rate Sheet
At Account opening, you will receive copies of our Business Fee Schedule and our Rate Sheet. The Business Fee Schedule sets out certain fees and charges applicable to your Account(s), including any monthly service fees. As noted above, copies of our Business Fee Schedule and Rate Sheet are available on our Website and in printed form upon request at your local branch. Both the Business Fee Schedule and the Rate Sheet are considered a part of this Disclosure.

Minimum Balance Requirements
(Checking Accounts, Savings Accounts, and Money Market Accounts)

Minimum Balance To Open an Account
To open a Checking Account, Savings Account, or Money Market Account, you must deposit the "Minimum Balance to Open" specified for your type of Account shown in the Business Fee Schedule or Rate Sheet.

Minimum Balance to Earn Interest
No interest is accrued for any day(s) the current balance in your Account falls below the "Minimum Balance to Earn Interest" for your type of Account shown in the Business Fee Schedule or Rate Sheet.

Minimum Balance Fees
To avoid monthly maintenance fees, you must maintain the minimum required daily balance shown for your type of Account in the Business Fee Schedule or Rate Sheet.

Interest Rate Information
The current interest rate on your Account and the Annual Percentage Yield (APY) are shown on our Rate Sheet. You may also call 800-324-9375 or visit one of our branches for current interest rate and APY information. The interest rate is set according to the term and deposit amount of the Certificate at the time of opening and is fixed for the term of the Certificate. The interest rate will not change due to additions, if allowed, or withdrawals. Interest credited must be left in the Certificate to earn the disclosed Annual Percentage Yield (APY). Any withdrawals of interest or principal will reduce earnings. The interest rate on deposits of more than $1,000,000 is negotiable and must be approved in advance by the Bank.

Crediting
Accrued interest is credited on or before the last Calendar Day of the quarter and on the Calendar Day prior to the maturity date. If the term of your Certificate of Deposit is one (1) year or less, interest may be deferred by being paid on the Calendar Day prior to maturity only. If the term of your Certificate of Deposit is greater than one (1) year, interest must be paid at least annually (December 31) and at maturity. Interest credited and available may be withdrawn anytime without penalty within the current term but if you withdraw interest prior to the maturity date you may not earn the disclosed APY.

Minimum Balance
$1,000 is required to open and maintain a Certificate of Deposit. If your Certificate of Deposit balance falls below the minimum, it may be closed and be subject to an early withdrawal penalty (as described below).

Initial Deposit or Additions
Deposits to establish Certificate of Deposit or additions to the Certificate during the Grace Period are credited subject to final collection. We do not accept credit card checks. We do not allow additions during the term.
Renewal
The Certificate will automatically be renewed for the renewal term specified on the maturing Certificate at the interest rate offered at the time of renewal for Certificates with like amounts and maturities. Any accumulated interest becomes principal upon renewal and, unless withdrawn during the Grace Period, will be subject to penalty if withdrawn during the new term. We will give you thirty (30) days’ notice if we do not renew the Certificate. If we do not renew the Certificate, on the maturity date the Account will begin earning at the then-current rate and computation method applicable to our Savings Accounts.

Grace Period
During the Grace Period, you may add or withdraw funds, subject to the minimum balance requirements, without interest penalty. We will pay interest on funds withdrawn during the Grace Period at the renewal term rate calculated on a simple interest basis. If you close your Certificate of Deposit during the Grace Period, we will pay interest on the amount withdrawn calculated at the then-current Savings Account rate on a simple interest basis. You may only make changes during the Grace Period once, and you must give us all instructions for changes at the same time. Once a change is made, the Certificate renews, the Grace Period expires, and no additional changes are allowed. If the interest posting cycle ends during the Grace Period, we will post interest to the Account in the next cycle.

Early Withdrawal Penalty
We will impose a penalty if you withdraw any of the deposited funds prior to the maturity date of the Certificate. We calculate the penalty using the same rate and computation method we disclosed on the Certificate of Deposit. The amount of the penalty depends on the current term of the Certificate, as follows:

<table>
<thead>
<tr>
<th>Term</th>
<th>Interest Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>One (1) year or less</td>
<td>90 days Interest</td>
</tr>
<tr>
<td>Longer than one (1) year, up to four (4) years</td>
<td>180 days Interest</td>
</tr>
<tr>
<td>Four (4) years or longer</td>
<td>365 days Interest</td>
</tr>
</tbody>
</table>

We will charge the full penalty regardless of the amount of time the funds have been on deposit. However, we will not impose a penalty to close or transfer the entire balance of the Certificate in the event of the death or declaration of incompetency of any Account holder.

Fees
Please refer to the Business Fee Schedule for a full listing of fees and charges that may apply to your Account. If you would like more information about your Account, please call us at 800-324-9375 or visit your local branch.
Part III: Your Ability to Withdraw Funds (Funds Availability Policy)

Funds “availability” means your ability to withdraw funds from your Account, whether those withdrawals are made in cash, by check, automatic payment, or any other method we offer you for access to your Account. If deposited funds are not available to you on a given day, you may not withdraw funds in cash, and we may not use the funds to pay items that you have written or honor other withdrawals you request. If we pay items that you have written or honor other withdrawals before funds are available to you, this may result in an overdraft. Please refer to Part I of this Disclosure (Business Deposit Account Terms and Conditions), and the Section titled “Overdraft Policy,” for additional information regarding overdrafts.

Your Ability to Withdraw Funds

Our policy is to generally make available certain funds deposited in your Account on the first Business Day after we receive your deposit. In some cases, we may delay your ability to withdraw funds beyond the first Business Day.

Determining the Availability of a Deposit

The day funds become available, and the length of the delay, is determined by counting Business Days from the day of your deposit. If you make a deposit in person on a Business Day when we are open, we will consider that Business Day to be the day of your deposit for purposes of calculating when your funds will become available. If your deposit is not made in person, we will consider that the deposit was made on the Business Day that you made the deposit.

The length of the delay varies depending on the type of deposit and is explained below. We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will disclose to you when the funds will be available. This disclosure will be given at the time of deposit. If a hold is placed after the transaction has occurred or on a mail or night drop check deposit, written notice will be mailed no later than the next Business Day.

Same Day Availability

Funds from electronic direct deposits to your Account will be available on the day they are received into your Account.

Next-Business Day Availability

Funds from the following deposits are available on the first Business Day after the day of your deposit:

- Wire Transfers
- Cash;
- U.S. Treasury checks payable to you;
- State and local government checks payable to you;
- Cashier’s, certified, and teller’s checks that are payable to you; and
- Federal Reserve Bank checks, Federal Home Loan Bank checks, U.S. Postal Service money orders, and traveler’s checks, if these items are payable to you.

Other Check Deposits

If you make a check deposit in person to one of our employees, the funds deposited will be available on the first Business Day after the Business Day of your deposit. If the amount of the deposit is not already collected, these checks are subject to a case-by-case delay, but the remaining funds will generally be available on the second Business Day after the day of your deposit.

Holds on Other Funds (Other Accounts)

If we accept deposit of a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another Account with us.

Special Rules for New Accounts

If you are a new client, the following rules will apply during the first thirty (30) Calendar Days your Account is open:

- Funds from electronic direct deposits will be available on the Business Day they are received into the Account.
- Funds from cash deposits, wire transfers, and the first $5,525 of a day’s total deposits of U.S. Treasury checks, state and local government checks, cashier’s, certified, and teller’s checks, Federal Reserve Bank checks, Federal Home Loan Bank checks, U.S. Postal Service money orders, and traveler’s checks, if these items are payable to you, will be made available on the first Business Day after the day of deposit. The excess over $5,525 will generally be made available by the fifth Business Day after the day of deposit. Please also refer to the Section of this Disclosure titled “Longer Delays May Apply” for additional information.
- Funds deposited from other domestic checks will be made available no later than the fifth Business Day after the day of deposit.

Longer Delays May Apply

In some cases, we will not make available to you funds deposited by check by the first Business Day after the Business Day of deposit. Depending on the type of check you deposit, funds will be made available to you no later than the fifth Business Day after deposit. Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check will not be paid (for example, there are alterations or changes to the face of the check, or missing information on the check, or the endorsement is missing or appears invalid, or we receive information from the paying bank that the check will not be honored, or state or federal law prohibits the paying of a check);
- You deposit other domestic checks totaling more than $5,525 on any one (1) Calendar Day;
• Your Account(s) has been overdrawn on six (6) or more Business Days in the past six (6) months;
• You redeposit a check that has been returned unpaid; and/or
• There is an emergency, such as failure of computer or communications equipment, or other situation beyond our control that interrupts the normal course of business.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the fifth Business Day after the deposit. If the emergency situation is resolved sooner, or if we are able to collect the deposit prior to the fifth Business Day, funds will generally be made available at that time. If an emergency situation arises after you deposit funds that requires us to extend the hold, we will notify you of the hold unless the emergency is resolved and funds are made available by the first Business Day after deposit. If we extend the time that funds will be available for withdrawal invoking this exception, and we do not furnish you with written notice at the time of deposit, we will not assess any fees for any subsequent overdrafts or return of checks or other debits to the Account caused by extending the funds availability on the deposited checks, if (a) the overdraft or return of the check would not have occurred, except for the fact that the deposited funds were delayed; and (b) the deposited check was paid by the paying bank.

Deposits Not Made in Person
All deposits not made in person may be subject to delays in availability. In addition, we reserve the right not to accept, reject, or reverse a deposit not made in person if we deem the deposit does not follow our deposit guidelines, is affected by state or federal check acceptance guidelines, or is in violation of applicable law. Deposits are considered received when the transaction has been successfully completed. A confirmation message or receipt will be provided notifying you if the transaction was completed, or whether it was subject to rejection or reversal.

ATM Deposits
Cash deposited at the ATM will be made available no later than the first Business Day after the Business Day of deposit. When you deposit a check at an ATM, regardless of the type of check, we will make the funds available no later than the first Business Day after the Business Day of deposit, unless we deem a longer delay is necessary.

Mobile Deposits
When you deposit a check via our Mobile Deposit service (through our Mobile Banking App), regardless of the type of check, we will make the funds available no later than the first Business Day after the Business Day of deposit, unless we deem a longer delay is necessary. Mobile Deposits are subject to the limits specified in the Online Banking Service Agreement. Please refer to the Online Banking Service Agreement for additional information about our Mobile Deposit service.
Part IV: Electronic Banking Services

Our Electronic Banking Services
We offer various electronic banking services, including without limitation our ATMs, our Voice Activated Banking Service, a WaFd Bank Debit or ATM Card, our Online and Mobile Service, and our Treasury Management Services, among others (collectively, our “Electronic Banking Services”). This Part IV sets forth additional terms that apply to our Electronic Banking Services. Please also note that our Online and Mobile Service and our Treasury Management Services are subject to the terms set forth in the Online Banking Service Agreement applicable to your Account.

WaFd Bank Debit or ATM Card
If you request and qualify, we will issue a WaFd Bank Debit or ATM Card (each, a “Card”) with a personal identification number (your “PIN”) to each of your Authorized Signers. Each Card will identify the name of your business, as well as the name of the cardholder (each, a “Cardholder”). The PIN is issued for your security, and the numbers are confidential and should not be disclosed to third parties or recorded on the Card. The Card must be linked to your Checking Account. In addition to the terms otherwise set forth in the Account Agreement, your use of a Card is subject to the following:

• The Card(s) remain our property and will be surrendered immediately to us upon request.

• You will abide by our rules and regulations regarding the maintenance of your Account and the terms and conditions governing the issuance and use of any Card(s) as set out in the Account Agreement (as amended from time to time).

• We may cancel your Card because of Account abuse, such as overdrafts, nonsufficient funds, returned check deposits, forged checks, Card dispute abuse, or high Card replacement volume.

• We may cancel your Card(s) and/or our Electronic Banking Services at any time, without prior notice.

Card Security Procedures and Liability for Unauthorized Transactions
You are responsible for providing the Card and a copy of this Disclosure to each Cardholder. You agree that you and each Cardholder will comply at all times with the following Card security procedures (the “Card Security Procedures”):

• Sign the Card. Each Cardholder must sign the Card bearing his or her name before it may be used.

• ATM Transactions. Cardholders must use the Card and PIN together to make withdrawals or balance inquiries at ATMs. In addition to withdrawals or balance inquiries, Cardholders may also use the Card and PIN to make deposits to your Account at one of our ATMs.

• POS Transactions. Cardholders must use the Card together with a PIN to purchase goods or services from a third party merchant (and/or to receive cash back from a participating merchant) that accepts Visa Debit Cards at a POS terminal.

• Signature Transactions. Cardholders must use the Card together with the Cardholder’s signature or the security code found on the reverse of the Card (for purchases made over the telephone or Internet) to purchase goods and/or services from a third party merchant that accepts Visa Debit Cards.

You acknowledge and agree that the use of the Card along with the PIN, the security code that appears on the reverse of the Card (if the Card is used for a Visa signature transaction over telephone or Internet), and/or a Cardholder’s signature provide you a commercially reasonable degree of protection against the unauthorized use of the Card, in light of your particular needs and circumstances. You further agree to require each Cardholder to use the Card Security Procedures to transact all activity with a Card. You agree that any election you or a Cardholder may make to waive or change a Card Security Procedure is at your own risk and that any loss resulting in whole or in part from such change or waiver will be allocated to you. You further acknowledge and agree that the Card Security Procedures are not intended, and that it is commercially reasonable that the Card Security Procedures are not intended, to detect any errors relating to or arising out of a Card transaction. You must ensure that each Card number, PIN, and security code on the reverse of the Card is afforded the highest level of security by you and shall be known only to those persons who are on a “need to know” basis. We assume no duty to discover any breach of security, unauthorized disclosure of a Card number, PIN, or security code, or unauthorized use of a Card, PIN, or security code.

In addition to the Card Security Procedures discussed above, you also agree to adhere to the following terms to ensure that each Card is used in a safe and sound manner:

• Written Instructions. You agree to provide written instructions to all Cardholders about the importance of protecting the Card, PIN, and security code.

• Review of Terminal Receipts and Account Statements. You and/or your Cardholders will examine ATM and/or POS transaction receipts and Account statements in a timely manner. If you have any questions or concerns with a receipt or Account statement, you must contact us to report unauthorized transactions.

• No Transfer; Termination of Cardholder Rights. Once a Card has been issued, it cannot be transferred to another person. In the event you terminate a Cardholder’s right to use a Card, you agree to immediately: (a) notify us of such termination; and (b) return the terminated Cardholder’s Card to us.

Unless the Visa Zero Liability Policy applies, you are liable for all Card transactions, including those you did not authorize, so long as we processed the transaction in accordance with the Card Security Procedures (or you otherwise waived or changed a Card Security Procedure) discussed above. Please refer to the Section of this Disclosure titled “Visa Debit Card Zero Liability” for additional information regarding the Visa Zero Liability Policy.

Tell us AT ONCE if you believe your Card, PIN, or security code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your available overdraft line of credit, if applicable). If your Card, PIN, or security code is lost, stolen, or used without your permission, you agree to notify us immediately, and to promptly confirm such notice in writing.

wafdbank.com
Disclaimer
Except as otherwise provided above, we disclaim any and all liability for losses and/or damages incurred by you for failure to complete a transfer on the correct date or in the right amount under any circumstances; provided, however, that upon notice of such failure we will take reasonable steps to correct the transaction.

Non-Signer Cardholders
Under some circumstances, you may request that we issue additional Cards to non-signers of your Account (e.g., agents of yours that are not otherwise Authorized Signers). You understand and agree that, if we issue such a Card, you will be responsible for any and all transactions initiated using the Card. Please note that issuance of such a Card does not grant any additional privileges or Account access rights beyond use of the Card, and you may set certain limitations on the Card that are more restrictive than the default limits or services. Functionality of the Card for non-signers is dependent upon the agreement on file with us. You understand and agree that non-signer Cardholders must refer any questions regarding limits, access, or other functions of the Card to you directly.

Using your WaFd Bank Debit or ATM Card
You may make ATM cash withdrawals using any ATM network we participate in. The owner or operator of the ATM may assess a fee. These fees may be included in the total transaction amount that is withdrawn from your Account and shown on your Account statement. You may be charged a fee for a balance inquiry by the owner or operator of the ATM, even if you do not complete a fund transfer and may be charged a fee for both a balance inquiry and ATM withdrawal during the same ATM visit.

You may make Point-Of-Sale (“POS”) purchases of goods and services at merchants displaying the Visa® logo. Participating merchants may also provide the option of obtaining cash back over and above the amount of the purchase. The amount of each authorized transaction is deducted from your Account.

Deposits made at an ATM are credited to your Account according to our Funds Availability Policy. We may delay your ability to withdraw funds deposited in this manner. Please refer to Part III of this Disclosure (Your Ability to Withdraw Funds (Funds Availability Policy)) for additional information. Balances are subject to final collection, and we may charge back the deposit to your Account for items we are unable to collect. We do not accept ATM deposits of credit card checks, foreign checks, or checks not in U.S. Dollars. All check deposits are subject to standard payee endorsement requirements.

Traveling Abroad
You are required to notify us at least forty-eight (48) hours in advance if you are planning on using your Card outside of the United States. Please call us at 800-324-9375 or visit your local branch during normal business hours to help ensure uninterrupted service. ATM transactions and POS purchases originating outside of the United States that are converted to U.S. Dollars by the network that handles the transaction will convert the local currency amount of the transaction into U.S. Dollars. A VISA International Transaction Fee may also apply. Please refer to the Business Fee Schedule for a description of the VISA International Transaction Fee.

Limits
You may use your WaFd Bank Debit or ATM Card for up to twelve (12) ATM withdrawals and up to twenty (20) POS purchases each day so long as you do not withdraw more than the daily dollar limit or your Available Balance, whichever is less. The standard daily dollar limit for ATM withdrawals is $800. The standard daily dollar limit for POS purchases is $5,000. If you request and qualify, we may increase your daily dollar limits for ATM withdrawals and POS purchases. Please note that, if your Account or Card is used in connection with a gig industry (e.g., if you also use your Account and/or Card on occasion in connection with your gig work), we may establish one or more additional limits applicable to your Account and/or the use of your Card (e.g., frequency limits, dollar limits, or otherwise).

Visa Account Updater Service Disclosure
and Notice of Right to Opt Out
From time to time, we will replace your Card as it expires. When we replace a Card due to expiration, the card number will remain the same, but the expiration date, and card verification value (CVV) security code will change. If you provide your Card information to merchants, subscription services, eCommerce merchants, or others for the purpose of making future one-time or recurring payments, the information that they have on file will not match the card account details for your new Card once it has been replaced. This may lead to disruption of your future one-time or recurring payment services, interruption of the products/services you receive from your merchant(s), and third-party/merchant assessed late fees.

In order to avoid these disruptions, VISA has implemented the VISA Account Updater (“VAU”) Service. Because your Card is a VISA Debit Card, we will provide your new Card details to VISA’s VAU Service, so that the information you have on file with merchants who participate in the VAU Service is automatically updated whenever your Card is reissued. Cards reissued due to fraud or because of being lost or stolen are not included in the VAU Service for security reasons. VAU allows a secure and convenient way to electronically update your Card information with participating merchants, done in a timely and efficient manner so that you don’t have to do it. However, you have the right to opt-out of this service. If now, or in the future, you wish to opt-out of this service, please contact us at ask@wafd.com or call 800-324-9375. If you wish to reverse your opting-out decision in the future, you will have to notify us in writing of that decision.

Voice Activated Banking
In some cases, we may offer a “Voice Activated Banking Service” which allows you to use your voice or the voice of your Authorized Signer(s) as a password to access your Account over the telephone. Please note that our Voice Activated Banking Service is limited to use by sole proprietors and certain single member LLCs. Although our Voice Activated Banking Service is designed to provide an added layer of protection to safeguard against fraud, please note that we do not guarantee or warrant that our Voice Activated Banking Service will eliminate or prevent any such fraud. Please contact us at ask@wafd.com or call 800-324-9375 if you have any questions about whether you may be eligible for our Voice Activated Banking Service.

Preauthorized Transfers from Your Account
You may preauthorize a debit card or ACH transaction from your Account to a designated recipient’s account. Authorization for this service is requested through the ODFI or the originating company.
Stop Payment of Preauthorized Transfers
You can request to stop a recurring payment (e.g., a preauthorized debit card or ACH transaction) from your Account by contacting us by phone or by visiting a Bank branch at least three (3) Business Days before the scheduled date of the transfer you wish to stop. If your stop payment request is received within three (3) Business Days of the transfer date, we will attempt to satisfy the request of the Account holder, but we will not be held liable if enough time was not provided for an eligible recurring transfer or transaction that occurs within the three (3) Business Day period. If you provided your WaFd Bank Debit Card number for the preauthorized transfer, we may either cancel the Card and issue a new one to replace it or block specified payments from your Account for the payee whose name you provide us. If you provided your Account number and the Bank routing number to authorize the payment (i.e., an ACH direct debit), we will block the payment(s) you specify from the payee whose name you provide us. You will need to provide us with your Card number, if applicable, your Account number, the exact name of the payee, and the amount of the payment. We will accept a stop payment request verbally, but if the request is submitted through email or fax, a follow-up verbal request will be needed for validation of identity. If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, you understand and agree we will only be liable for your actual loss and damage. A stop payment on recurring ACH entries will be effective permanently, until withdrawn by you. A stop payment on recurring WaFd Bank Debit Card transactions will be effective for one (1) Calendar Day to two (2) years, depending upon the type of request, or until withdrawn by you. We will mail a notice to document the receipt of the stop payment request. If the stop payment information is incorrect it is your responsibility to notify us of the incorrect information. Please refer to the Business Fee Schedule for a description of the Stop Payment fee.

Please be aware that a stop payment will not cancel the service with the merchant, service, or person. You must contact the merchant, service, or person and arrange permanent cancellation.

Preauthorized Transfers to Your Account
We provide preauthorized credit services, which are referred to as direct deposit of recurring payments. This service allows you to ask that your designated recurring payments be deposited directly to your Account. These recurring payments may be transmitted to your Account via ACH credit entries, in which case the ACH credit entries will be governed by the NACHA Operating Rules and the laws of the State of Washington. Please note that the NACHA Operating Rules do not require us to provide notice to you that we have received any of these entries, and we have not agreed to provide such notice. If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, you can call your branch or our Client Care Center at 800-324-9375 (for Small Business Accounts) or our Treasury Solutions Group at 877-423-9742 or 206-626-8108 (for Commercial Accounts) to find out whether the deposit has been made.

Preauthorized transfers to your Account are subject to Article 4A of the Uniform Commercial Code, which among other things provides that all deposits received to your Account, whether originated by the Bank or originated by another party are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from your Account in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

Documentation of Transactions

ATM and Point of Sale (Merchant) Transactions
You will get a receipt at the time you make an ATM withdrawal or POS transaction.

Cost of Electronic Banking Services
You may be charged for our Electronic Banking Services. Please refer to the Business Fee Schedule for a full listing of fees and charges you may incur in connection with our Electronic Banking Services.

Your Liability for Unauthorized Transactions
Tell us at once if you believe your WaFd Bank Debit or ATM Card has been lost or stolen, if your personal identification number (PIN) or Online and Mobile Service password has been discovered by someone else, if you believe a transaction has been made without your permission using information from your check, or if you believe someone has withdrawn or may withdraw money from your Account without authorization. Telephoning is the best way of keeping your possible losses down.

Visa Debit Card Zero Liability
Visa provides protection from certain unauthorized transactions using your WaFd Bank Debit Card with the Visa logo that are processed through the Visa network, which does not include ATM transactions and most transactions using a PIN. You must demonstrate that you have used reasonable care in protecting your WaFd Bank Debit Card from risk of loss or theft and notify us immediately of loss, theft, or any unauthorized use. To take advantage of the Visa Zero Liability policy you must notify us within sixty (60) Calendar Days of the first Account statement containing the allegedly unauthorized POS transaction. The Visa Zero Liability Policy requires issuers to replace funds taken from your Account as the result of an unauthorized credit card or debit transaction within five (5) Business Days of notification. Replacement funds are provided on a provisional basis and may be withheld, delayed, limited, or rescinded based on gross negligence or fraud, a delay in reporting unauthorized use, an investigation and verification of a claim, and account standing and history. Please consult the terms and conditions of your WaFd Bank Debit Card for additional information.

Telephone Number and Address
If you believe your Card(s), PIN, or Online and Mobile Service password has been lost or stolen call 800-324-9375 or contact any of our branches immediately. TO REPORT A LOST OR STOLEN PLASTIC CARD AFTER BUSINESS HOURS, CALL 800-324-9375.

Liability for our Failure to Make Transfers
If we do not complete a transfer to or from your Account on time or in the correct amount according to the Account Agreement, we will be liable for damages directly caused by our failure. However, there are exceptions for which we will not be liable, for instance:
• If through no fault of ours, your Account does not have enough money to complete the transfer;
• If the monies in your Account are subject to legal or regulatory restrictions or other encumbrances;
• If the ATM does not have enough cash;
• If the ATM was not working properly and you knew about the breakdown when you started the transaction; or
• If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.

These are some of the exceptions. There may be other exceptions.

In Case of Error or Questions
Contact your branch or call our Client Care Center at 800-324-9375 (for Small Business Accounts) or our Treasury Solutions Group at 877-423-9742 or 206-626-8108 (for Commercial Accounts). If you notify us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. Please send the following information to the address listed on the front of your periodic Account statement:

• Your name and Account number;
• A description of the error or the transaction you are unsure about and why you think it is an error or why you need more information; and
• The amount of the suspected error.

We will use commercially reasonable efforts to investigate and resolve your complaint or question as quickly as possible. If we discover that there was no error, we will send you a written explanation within three (3) Business Days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

Reversal or Return of ACH Entries
Please note that the NACHA Operating Rules limit the time we have to return an unauthorized non-consumer ACH debit entry. You agree to notify us to return any non-consumer ACH debit entry as unauthorized by 4:30 PM Pacific Time of the settlement date of the ACH debit entry. You understand and agree that, if you fail to notify us within this timeframe, we will not be able to return the ACH debit entry unless the originating bank and the originator of the ACH debit entry agree, and you will be required to proceed directly against the originator of the entry in order to recover the funds.
Part V: Substitute Check
Policy Disclosure
(Check 21)

Substitute Checks and Your Rights

**What is a Substitute Check?**
To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These substitute checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

Some or all the checks that you receive back from us may be substitute checks. This Part V describes the rights you have when you receive substitute checks from us. The rights in this Part V do not apply to original checks or to electronic debits to your Account. However, you have rights under other law with respect to those transactions.

**What are My Rights Regarding Substitute Checks?**
In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account (for example, if you think that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and any fees that were charged as a result of the withdrawal (for example, bounced check fees).

**How Do I Make a Claim for a Refund?**
If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact us at: Deposit Operations, WaFd Bank 5777 N. Meeker Ave, Boise, ID 83713.

You must contact us within forty (40) Calendar Days after the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is nonsufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: (a) Account number; (b) check number; (c) the name of the person to whom you wrote the check; (d) the amount of the check; and (e) the date the check was paid or posted to your Account.

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your Account is an interest-bearing Account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to $2,500 of your refund (plus interest if your Account earns interest) within ten (10) Business Days after we receive your claim and the remainder of your refund (plus interest if your Account earns interest) not later than forty-five (45) Calendar Days after we receive your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your Account.
Part VI: Rules and Regulations Regarding Safe Deposit Boxes

No Insurance of Box Contents
Safe Deposit Boxes and their contents are not insured by the FDIC or by WaFd Bank. We recommend you keep an accurate inventory of the contents of your Safe Deposit Box (your “Box”). If you would like insurance coverage for what you store in your Box, please contact your insurance agent to arrange coverage.

USA PATRIOT ACT Notice
To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who rents a Box.

What does this mean for you? When you rent a Box, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

Safe Deposit Box Rules and Regulations
This Part VI sets forth certain terms and conditions that apply to the use and rental of any Box that you rent under contract with WaFd Bank. For purposes of this Part VI, “you,” “your,” and the “Renter” refer to each person that rents a Box from us, whether renting alone or jointly with another Renter.

Safe Deposit Box Contract
The Safe Deposit Box Contract between you and the Bank (the “Safe Deposit Box Contract”) creates the relationship of lessee and lessor. We will not, under any circumstances, be in a position of possession or custody of any contents placed in the Box. You rent the Box for your personal use and retain possession and control of (and responsibility for) all contents of the Box.

Access
Please note that we do not have a key to your Box. You have sole responsibility for custody and safekeeping of the keys to the Box. In some of our branches, we also maintain identification equipment, such as a hand scanner (“Equipment”), at the entrance of the area where your Box is located (the “Area”). In those locations, only those persons who meet the requirements of the Equipment will be allowed access to the Area. You agree not to allow anyone else access to any such Areas.

Standard of Care
We will exercise ordinary care to prevent the opening of the Box by any unauthorized person, but beyond this level of ordinary care will not be liable for the contents of the Box. You agree that an unauthorized opening shall not be presumed from the loss or disappearance of any contents of the Box. We are not liable if the contents of the Box are damaged or misappropriated as a result of any act or omission, unless such damages or misappropriation is the result of our willful misconduct. As noted above, you understand and agree that the contents of the Box are not insured by the Federal Deposit Insurance Corporation or the Bank’s own insurance policies, and that it is your responsibility to determine whether the Box and its contents are covered under your own insurance policies (and to obtain and maintain such coverage, if desired).

Availability
Access to the Box is allowed during our normal business hours on Business Days at the branch where your Box is located. Please note that there may be additional times when we are closed for business or when access to your Box may be unavailable (e.g., when circumstances exist to make access unreasonable, impractical, impossible, or unlawful). We are not liable for any delay caused by failure of vault doors, Equipment, keys, or Box locks to operate. Boxes should be opened only in the areas provided. You understand and agree that we are not liable for any contents, items, or other property left in such areas.

Joint Renters; Deputies
If a Box is rented by more than one Renter, each Renter will have the ability to access the Box without the prior consent or presence of the other Renter(s), add or remove contents of the Box, and surrender the Box (and keys). Any act or statement made by one joint Renter may be accepted and acted upon by us as if it was made by all Renters.

Each Renter may also identify and appoint one or more deputies on the Safe Deposit Box Contract. Each deputy will have complete access to the Box (with or without the presence of any other Renter(s)), including but not limited to the authority to add or remove contents of the Box or surrender the Box (and keys). We shall have the right to rely upon the authority of a Renter’s duly appointed deputy until such time as we receive written revocation of the deputy’s authority and have had a reasonable opportunity to act upon such revocation. No person other than the Renter or duly appointed deputy named in the records of the Bank (or other legal representative) shall have access to the Box, except as noted below.

Legal Process and Legal Representatives
Should we be served with any court order, writ, or other legal process commanding the Bank to open the Box, you understand and agree that we are hereby released from any liability in doing so. To the extent required by applicable law, we will comply with any requirements imposed upon the Bank in opening the Box in connection with any such legal process (e.g., preparing an inventory, delivering a copy of the inventory to the court, etc.).

We may grant the same access to the Box to any person reasonably appearing to the Bank (without legal consultation) to be a judicially appointed legal representative of the Renter (or a deceased Renter) as the Renter would have had directly. If a Box is rented by more than one Renter, we may allow Box access to a duly appointed legal representative (e.g., personal representative, administrator, executor, etc.) of a deceased joint Renter without prior notice to any other surviving Renter(s).

Reservation of Rights and Indemnity
We reserve the right to refuse access to any Box if there is reason to believe we may incur any liability if access is permitted. For instance, if circumstances arise which cause us to reasonably believe that we may become liable to any party or subject to any
penalty if access is permitted to the Box, or if the right of access of any party is disputed by another party, we may deny access to all parties as long as such possibility of liability or penalty or such dispute continues. You agree to indemnify us and hold us harmless from any losses, liabilities, penalties, claims, damages, costs, expenses, or other harm or injury (including, but not limited to court costs and reasonable attorneys’ fees) we may incur due to any such liability, penalty, or dispute arising out of a Renter’s, deputy’s, or legal representative’s access to and/or use of the Box.

Term
A Renter may terminate the Safe Deposit Box Contract and surrender possession of a Box by notifying us in writing and surrendering the keys, in which case you understand and agree that you will not receive or be entitled to a refund of any prepaid rent. We reserve the right to terminate the Safe Deposit Box Contract and your use of a Box at any time by giving thirty-five (35) Calendar Days’ notice in writing, by certified mail, sent to the address of the Renter as such address appears on our records. If you fail to surrender the Box and keys, we may forcibly open the Box (e.g., by drilling the Box or similar means) at your expense and remove and store the contents without liability for safekeeping. Please refer to the Business Fee Schedule for a description of the Safe Deposit Box Drilling fee. If the contents are removed promptly in accordance with the notice of termination, a pro rata amount of any prepaid rent will be refunded to you.

Amendments
We reserve the right to amend these Rules and Regulations Governing Safe Deposit Boxes from time to time in our sole discretion. Notice of such any amendment(s) will be mailed to the address of the Renter at the address shown on the Box records. Unless you surrender the Box and keys within sixty (60) days of the mailing of such notice, you will be deemed to have accepted the amendments (and the amendments will become part of the Safe Deposit Box Contract). All notices shall be deemed given when mailed to the last mailing address shown on the Box records for the Renter.

Rent and Fees
All rents are payable annually in advance. The Renter (or each Renter, jointly and severally) agrees to pay rent at the start of each future period for the use of the Box at the then-current rate set forth in the Bank’s Safe Deposit Box Annual Rent Schedule. We may refuse access to the Box if any part of the rent remains delinquent or if you fail to pay any fees, charges, or other expenses due to us in connection with the Box (e.g., Safe Deposit Box Drilling fees, costs associated with replacement Box keys or locks, etc.). We may charge past due rent or other fees, charges, or other expenses against funds of the Renter held by us. If rent or any other such fees, charges, or other expenses remain(s) unpaid for a period of one (1) year or more, we may proceed as provided by the laws of the state where the Box is located, with respect to opening a Box. Please refer to the Business Fee Schedule and Safe Deposit Box Annual Rent Schedule for a full listing of fees and rental amounts applicable to the Box.

Keys
A Safe Deposit Box Key Deposit is due upon renting a Box. Please refer to the Business Fee Schedule for a description of the Safe Deposit Box Key Deposit. We do not retain keys to any Box, and the contents of the Box will remain unknown to us. You agree to notify us immediately if any key to their Box is lost. If the event of a lost key, you may be required to move to another Box or, alternatively, your access to the Box may be blocked until the lock associated with the Box can be changed. You shall be responsible for all costs associated with lost Box keys and/or the need to change the lock associated with the Box. Please refer to the Business Fee Schedule for a description of the Safe Deposit Box Drilling fee. You agree not to make or cause to be made any duplicates of a key. Upon surrender or termination of any Box, the keys must be returned immediately to us.

Death of a Renter
Each Renter agrees to notify us of the death of any other Renter or person having the right of access to the Box. The death of any joint Renter will not affect the right of any other Renter to have access to the Box and to add or remove any or all contents of the Box. A deputy appointment will cease upon the death of the Renter who appointed the deputy. In the case of the death of a Renter, we are not chargeable with notice of death until the Bank branch office where the Box is located has received actual notice of such death. We are authorized to continue allowing access to the Box by any duly appointed deputy or other legal representative of the deceased Renter, until we receive actual notice of the Renter’s death.

No Dangerous or Hazardous Materials
You agree not to store any dangerous items in the Box, such as explosives. You further agree not to store liquids or other property of an illegal, dangerous, or offensive nature in the Box. You assume all risks arising from the nature of any contents stored in the Box. You agree to indemnify us and hold us harmless from all losses, liabilities, penalties, claims, damages, costs, expenses, or other harm or injury (including, but not limited to court costs and reasonable attorneys’ fees) we may incur arising out of or relating to any contents of the Box that violate this Section.

Binding Effect and Assignments
All terms and conditions of the Safe Deposit Box Contract and these Rules and Regulations Governing Safe Deposit Boxes are binding upon the heirs, agents, deputies, legal representatives, and successors of each Renter. You may not sell or assign your interest in the Box without the Bank’s prior written consent, which we may withhold in our discretion. We reserve the right, upon reasonable notice to you, to assign our rights and responsibilities to any financial institution that may purchase the building in which the Box is located.