

## Washington Federal Online and Mobile Banking Service Agreement for Small Business Account Customers

Welcome to Small Business Online and Mobile Banking at Washington Federal. This Business Online and Mobile Banking Service Agreement (“Business Agreement”) sets out the terms and conditions for your use of Washington Federal’s Small Business Online Banking Service (“Business Online Banking Service”) and Small Business Mobile Banking Service (“Business Mobile Banking Service”) provided to our customers with accounts established primarily for business purposes. Please read this Business Agreement carefully. A printer friendly version of this Business Agreement is available on our Website. By using the Business Online Banking Service or the Business Mobile Banking Service, you agree to the terms and conditions of the Business Agreement as they apply to the service you are using, including any instructions we provide on our Website or on your Mobile Device, and any changes in such terms and conditions (after their effective date). If you do not agree with these terms and conditions, you may not use the Business Online Banking Service or the Business Mobile Banking Service.

In this Business Agreement, the words “we”, “us”, “our”, and “Bank” means Washington Federal, N.A. The words “Customer,” “you” and “your” mean an individual or entity that is the Owner of a Business Account, an Authorized User, and/or a Business Account Signer. Your use of the Business Online Banking Service and the Business Mobile Banking Service is also governed by our Business Deposit Account Agreement and Disclosures, the Terms and Conditions for use of our Website, the Schedule of Business Fees & Service Charges, and any Loan Account agreement (collectively, the “Account Agreements”). The Business Account Agreement and Disclosures, the Terms and Conditions for use of our Website, and the Schedule of Business Fees & Service charges are available on our Website and you may also request a printed copy of any of these documents by visiting your local branch.

### Table of Contents

1. Definitions
2. Security, Password and User Responsibility for Business Online and Mobile Banking
  - A. Security
  - B. Online Administrator
  - C. Password
  - D. User Responsibility for Business Online and Mobile Banking
  - E. Security Procedures
3. Access Requirements for Business Online Banking Service
4. Available Business Online Banking Services
5. Business Mobile Banking Services
  - A. Business SMS Terms and Conditions
  - B. Access Requirements for the Business Mobile Banking Service
  - C. Available Business Mobile Banking Services
  - D. Business Mobile Deposit Service
  - E. Business SMS (Text) Service
  - F. Push Notifications
6. Conditions and Limitations of Business Online and Mobile Banking Services
  - A. Savings and Money Market Accounts
  - B. Internal Transfers
7. Fees
8. Placing Stop Payment Orders
9. Electronic Statements and Notices
10. Using Email to Send Information and Inquiries to Us
11. Third Party Services
  - A. Popmoney® for Small Business
  - B. CheckFree Web Bill Payment Services (Bill Pay)
12. Business Online and Mobile Service Suspension or Cancellation by Us

- 13. Privacy
- 14. Limitations on Our Responsibilities
- 15. Indemnification
- 16. Notices and Communication
  - A. Generally
  - B. Electronic Delivery and Communication
  - C. Returned, Unclaimed Account-Related Information
  - D. Address Changes
  - E. Implementation of Notices
  - F. Disclosures.
- 17. Electronic Banking Transactions
- 18. Availability of Services; Business Days
- 19. General Provisions
  - A. Amendments to this Business Agreement
  - B. Termination of this Business Agreement
  - C. Governing Law and Attorney Fees
  - D. Proprietary Rights
  - E. Entire Agreement
  - F. Waiver

**1. Definitions**

“Authorized User” means an individual who is authorized by the Eligible Account Owner to view account information and transact banking through the Business Online and Mobile Service.

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

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

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

“Business Account Signer” means an individual who is authorized as a signer on an Eligible Account on a signature card or other Bank document.

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

“Business Mobile Banking Service” means any activity via our Website and any published Washington Federal application using the Mobile Device you have registered with us.

“Business Online Banking Service” means any activity on our Website using a personal computer or other internet-enabled system, but excluding any service accessed through a Mobile Device.

“Business Online and Mobile Service” means the Business Online Banking Service and Business Mobile Banking Service described in this Business Agreement.

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

“Deposit Account” means a checking, savings, NOW, or money market account established with us primarily for business purposes.

“Eligible” means an account is accessible through the Business Online and Mobile Service.

“Eligible Accounts” means Deposit Accounts and Loan Accounts are that are accessible through the Business Online and Mobile Service.

“Loan Account” means a loan account you may have with us that was established with us primarily for business purposes.

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

“Online Administrator” means a Business Account Signer who has been authorized by the Owner to manage the access of Authorized Users to the Business Online and Mobile Banking Service.

“Owner” means each person who is an owner of an Eligible Account as indicated in our records.

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

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

“Website” means Washington Federal’s Business Online Banking Service website and other websites and web pages maintained by us and accessible through [washingtonfederal.com](http://washingtonfederal.com).

## 2. Security, Password and User Responsibility for Business Online and Mobile Banking

### A. Security

You can use your user name and password, along with a Computer or Mobile Device, to perform certain transactions described below. For security, the Business Online and Mobile Service will not allow access if anyone attempts to use a wrong password 5 times or more consecutively. We use additional log-in security that incorporates multiple factors to authenticate you as a customer. Additional information regarding each Business Online and Mobile Service user’s access pattern will be collected and validated automatically. A unique electronic signature will be created for each user based on the user’s specific access pattern; additional authentication may occur automatically when there is a deviation from this unique signature.

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

### B. Online Administrator

Only a Business Account Signer may enroll as the Online Administrator. When enrolling as the Online Administrator, the Business Account Signer will establish a user name and password. The Online Administrator may enroll Authorized Users with user names and passwords for using the Business Online and Mobile Service.

### C. Password

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

### D. User Responsibility for Business Online and Mobile Banking

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

If you believe that:

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

or if you suspect any fraudulent activity on your accounts, you agree to immediately notify Washington Federal Customer Service by:

- calling 1-800-324-9375, anytime, 24 hours a day, 7 days a week;
- writing to us at Washington Federal, Attn: Client Care Center, 425 Pike Street, Seattle, Washington 98101; or
- visiting your local branch.

Please refer to the Business Account Agreement for additional information regarding your obligation to notify us and your liability for unauthorized transactions on your account.

#### **E. Security Procedures**

You agree that the use of passwords and other techniques established by the Bank for use of the Business Online and Mobile Banking Service constitute a commercially reasonable security procedure for you.

### **3. Access Requirements for Business Online Banking Service**

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

### **4. Available Business Online Banking Services**

Business Online Banking Services allow you to perform the following actions:

- Review a summary of your Eligible Deposit and Loan Accounts.
- Check the activity of your Eligible Deposit and Loan Accounts, including determining which checks have cleared and viewing images of cleared checks, for a period of 13 months.
- Advance funds from Eligible Loan Accounts to Eligible Deposit Accounts.
- Submit payments to Eligible Loan Accounts.
- Transfer funds between Eligible Deposit Accounts.
- Transfer funds to other persons (Popmoney® for Small Business).
- Send invoices to vendors and customers (Popmoney® for Small Business).
- Change passwords, login name, or e-mail addresses.
- Pay bills using CheckFree Bill Payment Services.
- Stop payment on checks that have not been paid.
- View 18 months of electronic statements if you have enrolled in E-statements.
- Send and receive electronic mail to and from us.

Popmoney® for Small Business and CheckFree Bill Payment are described in the section entitled Third Party Services.

We may periodically make available new internet services or products. You agree that if you use or acquire any such services or products after they become available, you will be bound by all applicable terms, as well as by this Business Agreement.

Not all services specified above are available through Business Mobile Banking Services.

## 5. Business Mobile Banking Services

Washington Federal offers banking services on your Mobile Device through Mobiliti. Our Business Mobile Banking Service is an Internet-based platform you access via a URL from your Mobile Device's browser or by downloading an App from either the Apple App Store or Google Play. Internet access from your Mobile Device is required to enroll in some Business Mobile Banking Services.

### A. Business SMS Terms and Conditions

**Message Frequency Based on Account Settings.** For help, text "HELP" to 66273. To cancel, text "STOP" to 66273 at any time. In case of questions please contact customer service at 800-324-9375} or visit our Website, [www.washingtonfederal.com](http://www.washingtonfederal.com).

**Program.** We offer our customers mobile access to their Bank account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the customer's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the customer receiving an SMS message with a verification code which the user will have to enter on the Website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. The SMS program continues until a customer opts out. Your mobile carrier's text message, data rates, and mobile phone usage charges may apply. Customers may opt out of this SMS program at any time.

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

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

**Terms and Conditions.** By participating in Business Mobile Banking Services, you are agreeing to these SMS Terms and Conditions.

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

### B. Access Requirements for the Business Mobile Banking Service

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

### C. Available Business Mobile Banking Services

Business Mobile Banking Services allow you to perform the following actions:

- Review a summary of your Eligible Deposit and Loan Accounts.
- Check the activity of your Eligible Deposit and Loan Accounts, including determining which checks have cleared, for a period of 13 months.
- Advance funds from Eligible Loan Accounts to Eligible Deposit Accounts.
- Submit payments to Eligible Loan Accounts.
- Transfer funds between Eligible Deposit Accounts.
- Change passwords.

- Pay bills using CheckFree Bill Payment Services.
- Deposit checks through our Business Mobile Deposit Service.
- Initiate transfers via SMS.
- Push Notifications (using the Business Mobile Banking App) and SMS alerts.

Popmoney® for Small Business is not currently available using the Business Mobile Banking Service. Not all services available in the Business Mobile Banking Service are available in our Business Online Banking Service.

#### **D. Business Mobile Deposit Service**

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

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

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

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

Endorsement and Collection. You agree to endorse properly each check you deposit using the Business Mobile Deposit Service and to conspicuously and indelibly mark ‘For Deposit Only at Washington Federal’ beneath your endorsement. The manner in which the checks are cleared, presented for payment, and collected is in our sole discretion.

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

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

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

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

Disposal of Transmitted Checks. You agree to safeguard and keep the original check for 14 Business Days after you have transmitted the check. After that period, once you have verified that the check has been credited to your Eligible Account, you agree to indelibly mark the check as “VOID” or to dispose of it in a manner that will prevent anyone from presenting it for deposit. If we determine that we require the original paper check, you will promptly

provide any check you have not destroyed to us to aid us in the clearing and collection process, to resolve claims by third parties with respect to any Item, or for our audit purposes.

Deposit Limits. We have no obligation to accept for deposit any check you transmit using the Business Mobile Deposit Service: (a) if more than one check is included in the transmission; (b) if you have already transmitted five checks using the Business Mobile Deposit Service on that Business Day; (c) that is in an amount greater than \$5,000; (d) if the amount of the check would, when added to the amount of checks you already transmitted for deposit as of that Business Day, would exceed \$10,000 or (e) if deposit of that check would cause the sum of the amounts of the checks you transmitted for deposit using the Business Mobile Deposit Service within the previous 30 days period to exceed \$50,000. We reserve the right to modify these limits at any time.

You may deposit checks using your Mobile Device Monday through Friday. Accepted deposits made prior to 3 PM Pacific Time on a Business Day will be credited by 6 PM Pacific Time the same Business Day. Accepted deposits made after 3 PM Pacific Time or on a day that is not a Business Day will be credited the following Business Day.

**E. Business SMS (Text) Service**

The SMS (Text) service allows you to access available information regarding your Eligible Accounts via SMS text messaging from your Mobile Device.

**F. Push Notifications**

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

**6. Conditions and Limitations of Business Online and Mobile Banking Services**

**A. Savings and Money Market Accounts**

Your ability to transfer funds between and/or make payments from certain Deposit Accounts is limited by law. For any Statement Savings Account(s) (including Money Market Accounts), you may make as many in-person withdrawals at a teller window or any ATM as you wish. However, federal regulations permit the depositor to make no more than a combined total of 6 pre-authorized, automatic, electronic (including computer initiated), telephone withdrawals or transfers, or by check, draft, debit card, or similar order payable to third parties in any monthly period. We may impose a fee, as disclosed on the Business Fee Schedule, for each such withdrawal in excess of 6 that you make in any monthly period. These fees will be reflected in your monthly statement. In addition, repeated violations will result in the Deposit Account being closed or changed from a savings type account to a transaction account.

**B. Internal Transfers**

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

**7. Fees**

All account fees and charges apply to actions requested or performed through the Business Online and Mobile Banking Services. (See the Business Fee Schedule for a full listing of fees) We reserve the right to charge fees for any service provided through the Business Online and Mobile Service after we notify you or amend this Business Agreement. You agree that any fees may be deducted automatically from your account (or any other account you have with us if there are insufficient funds in that account).

## **8. Placing Stop Payment Orders**

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

## **9. Electronic Statements and Notices**

If you enroll to receive eStatements or disclosures, documentation, and other communications concerning your Eligible Accounts ("Notices") electronically, statements or Notices, as applicable, for your Eligible Accounts will be available only through the Business Online Banking Service. Your consent to receive eStatements covers the account statement for the Eligible Accounts you designate within the Business Online Banking Service. Your consent to receive Notices electronically covers any disclosures, agreements, documentation, and other communications from the Bank for the Eligible Accounts you designate within the Business Online Banking Service. The Bank will discontinue mailing such account statements and may discontinue mailing Notices to your address of record. You agree to be bound by any and all laws, rules, regulations and official issuances applicable to eStatements now existing or which may hereafter be enacted, issued or enforced.

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

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

At any time, you may request a paper copy of your account statement or any disclosure. Paper copies may be acquired by contacting us by phone at 1-800-324-9375, by mail at Washington Federal, Attn: Client Care Center, 425 Pike Street, Seattle, Washington 98101, by requesting through the Business Online Banking Service (for account statements only), or by visiting your local branch. Fees may apply to requests for paper copies of your account statement (see the Business Fee Schedule). There is no fee for printed copies of disclosures.

## **10. Using Email to Send Information and Inquiries to Us**

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

## **11. Third Party Services**

Through our Website we offer access to the following services provided by third parties. These services are conducted on the Website of these third parties and those sites may have separate terms and conditions. Between you and us, your use of those services is subject to this Business Agreement.

### **A. Popmoney® for Small Business**



We offer person to person payments and electronic invoicing through FiServ Solutions, Inc. These services are governed by the Terms and Conditions for Popmoney® Transfer Service for Small Business, which are available on our Website and on the Popmoney® site when you access this service. To use this service, you must have an account profile that has a United States address, a unique United States phone number, an active unique email address, a Social Security Number or qualifying Tax Identification Number (TIN), and applied for and been given access to our Business Online and Mobile Service. Your eligible Deposit Account must be in good standing and enabled for ACH transactions and Business Online Banking Service transfers. Fees may apply; please review the current Business Fee Schedule. FiServ Solutions, Inc., the service provider, may also charge fees that are specified in the Terms and Conditions for Popmoney® Transfer Service for Small Business. This service is not available on the Business Mobile Banking Service.

**B. CheckFree Web Bill Payment Services (Bill Pay)**

We offer bill payment services through FiServ CheckFree. Use of Electronic Bill Delivery and Bill Payment services (“Bill Payment Services”) is governed by the TERMS AND CONDITIONS FOR CHECKFREE WEB, which is available on our Website and on the CheckFree site when you access this service. The Bill Payment Services allows you to pay bills using our Business Online Banking Service. To be eligible to use the Bill Payment Services you must have an account profile that has a United States Address, a unique United States phone number, an active unique e-mail address, and applied for and been given access to our Business Online and Mobile Service. Using the Bill Payment Services, you can arrange for the payment of current, future, and recurring bills from your Eligible Accounts. See the Business Fee Schedule for applicable fees. This service is available on the Business Online Banking Service and the Business Mobile Banking Service.

**12. Business Online and Mobile Service Suspension or Cancellation by Us**

You agree that at any time and without prior notice we may suspend access to your Business Online or Mobile Service if we suspect fraudulent activity or misuse of the services or functionality. We may take such action to further protect your accounts prior to notice as the speed of such transactions may not allow us timely notification to protect your funds or private information.

**13. Privacy**

We are committed to protecting your privacy. All information gathered from you in connection with using the Business Online and Mobile Service will be governed by the provisions of the Washington Federal Privacy Policy as set out in our Privacy Notice and our Online Privacy Policy, available on our Website at [www.washingtonfederal.com](http://www.washingtonfederal.com).

**14. Limitations on Our Responsibilities**

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

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

**15. Indemnification**

Except to the extent that we are liable under the terms of this Business Agreement or another agreement governing the applicable Eligible Account or Business Online Financial Service, you agree to indemnify, defend, and hold us, our

affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

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

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Business Online and Mobile Service by you or your authorized representative or delegate.

## **16. Notices and Communication**

### **A. Generally**

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

### **B. Electronic Delivery and Communication**

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

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

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

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

- service your accounts;

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

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

**C. Returned, Unclaimed Account-Related Information**

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

Additionally, we may, at our sole option:

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

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

**D. Address Changes**

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

You may update your e-mail address information by logging in to your Business Online Banking Service and clicking on "Update Profile" in the My Information drop down. Physical address changes must be made through your branch or by contacting us by U.S. Mail.

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

**E. Implementation of Notices**

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

**F. Disclosures.**

If we are required to make certain disclosures to you in writing, you can agree to receive some or all of those disclosures electronically pursuant to electronic communications disclosures that we may make from time to time (eDisclosure). We agree to provide reasonable notice of changes in eDisclosures to the extent required by applicable law. Unless applicable law specified a longer period, you agree that 15 days will be reasonable notice and that we may provide shorter notice if, in our good faith discretion, such is advisable to prevent harm or to protect us or you.

## 17. Electronic Banking Transactions

Your liability for unauthorized electronic banking transactions and procedures for resolution of errors or questions about electronic banking transactions are set out in the Business Account Agreement.

## 18. Availability of Services; Business Days

You may access our Website 24 hours a day every day except during Website maintenance, modification, or account update periods, when unexpected problems arise such as problems with internet connections, capacity, or the like, and when we, in our sole discretion, make all or part of it unavailable. Also, some Business Online and Mobile Service are only available on Business Days. Accordingly, even though you can request at any time that we perform a service, we cannot necessarily process it immediately, and sometimes we will wait until the appropriate Business Day to act upon some of your requests. All requests that, for any reason, are not completed on that Business Day will be completed on the next Business Day, unless some other date has been designated by a prior arrangement with you.

## 19. General Provisions

### A. Amendments to this Business Agreement

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

### B. Termination of this Business Agreement

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

Access to an Eligible Account or Business Online Financial Service through the Business Online and Mobile Service, in whole or in part, may be suspended and/or reinstated by us, at our discretion, at any time. If reinstated, the then current terms of this Business Agreement will control. You may request reinstatement of an Eligible Account or Business Online Financial Service by calling Washington Federal Customer Service at 1-800-324-9375 or by visiting your local branch.

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

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

**C. Governing Law and Attorney Fees**

Each of your Eligible Accounts and Business Online Financial Services will be governed by the laws described in the agreements you have with us regarding those Eligible Accounts or Business Online Financial Services (for example, your Business Account Agreement). This Business Agreement is governed by the laws of the state where your account is located and by federal law. In any legal action or claim arising out of or relating to this Business Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees. Subject to applicable law, you agree that any action in relation to an alleged breach of this Business Agreement shall be commenced within 1 year of the date of the breach, without regard to the date the breach is discovered.

**D. Proprietary Rights**

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

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

**E. Entire Agreement**

In combination with other Account Agreements, this Business Agreement represents the agreement between you and us regarding the Business Online and Mobile Service and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the Business Online and Mobile Service. Each of the rules, terms, and conditions set forth in this Business Agreement stand alone. Any term or condition contained in this Business Agreement which is inconsistent with the laws governing the Business Online and Mobile Service will be deemed to have been modified by us and applied in a manner consistent with such laws. Except as otherwise expressly provided in this Business Agreement, if any provision of this Business Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be invalidated or otherwise affected.

**F. Waiver**

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