

Client-to-Client Funds Transfers Agreement

This Client-To-Client Funds Transfers Agreement (this “**Agreement**”) provides the terms and conditions under which you may use the Service, as defined below. By using the Service, you agree to the terms and conditions outlined in this Agreement. If you do not agree with the terms and conditions of this Agreement, you may not use the Service.

In this Agreement, “**we**”, “**us**”, “**our**”, “**WaFd Bank**” and “**Bank**” mean WaFd Bank, and “**you**” and “**your**” mean an Online Banking customer and/or a Mobile Banking customer. In addition to this Agreement, your use of the Service is also governed by the terms of your Personal Online And Mobile Banking Service Agreement and your Personal Deposit Account Agreement, and our Website Terms of Use (available at <https://www.wafdbank.com/terms-of-use>), (collectively, the “**Account Agreements**”). Capitalized words not defined in this Agreement will have the same meaning as in the Personal Online and Mobile Banking Service Agreement.

DESCRIPTION OF THE SERVICE

The client-to-client funds transfer service (the “**Service**”) is available to WaFd Bank customers who maintain a Consumer Deposit Account at WaFd Bank that is accessible through the Online and Mobile Service (“**Eligible Consumer Deposit Account**”). The Service allows you to make a one-time online transfer of funds from your Eligible Consumer Deposit Account to another person’s Consumer Deposit Account at WaFd Bank (a “**C2C Transfer**”). The recipient of a C2C Transfer is referred to as the “Beneficiary.”

DEBIT AND FUNDS TRANSFER AUTHORITY

By using the Service, you authorize WaFd Bank to execute a C2C Transfer and to debit your Eligible Consumer Deposit Account for the amount of the transfer, subject to applicable limits and WaFd Bank’s established procedures. You understand and acknowledge that WaFd Bank is not obligated to execute any C2C Transfer request that does not comply with those procedures. You further acknowledge that all C2C Transfer requests are subject to the terms and conditions of this Agreement.

RELIANCE BY WAFD BANK

WaFd Bank will rely on the information provided by you when executing a C2C Transfer on your behalf. You understand that it is your responsibility to provide WaFd Bank with accurate information regarding that transfer, including the Beneficiary’s name, telephone number, and partial account number.

Should you provide incorrect information, you understand that any losses resulting from the funds being credited to the wrong account will be your responsibility.

AUTHORIZATION AND SECURITY PROCEDURES

Any C2C Transfer request submitted through Online Banking or the Mobile Banking App will be treated as an authorized order from you. WaFd Bank may rely on and execute such instructions, even if the individual accessing the Website or the Mobile Banking App is not you.

You acknowledge and agree that WaFd Bank’s security procedures are commercially reasonable and appropriate for your use of the Service. You understand that these security procedures are used solely to confirm that a C2C Transfer request has been authorized and are not intended to detect errors in the instructions you provide. You agree to be bound by any C2C Transfer request WaFd Bank receives and verifies in accordance with these security procedures.

EXECUTION OF A C2C TRANSFER REQUEST AND LIMITS

You understand and agree that C2C Transfer requests are typically executed immediately upon receipt. Because transfers are processed immediately, you may not cancel or amend a C2C Transfer request once it has been submitted.

You further understand and acknowledge that C2C Transfers are subject to a limit of \$10,000 per Beneficiary and per day. Applicable limits may be modified from time to time in WaFd Bank's sole discretion.

REJECTION OF FUNDS TRANSFER REQUEST

We reserve the right to reject any C2C Transfer request at any time in our sole discretion. For example, we may reject a C2C Transfer request if: (a) the dollar amount of one or more transfer requests exceed your per Beneficiary and per day transfer limit; (b) if you do not have sufficient available funds in your account for the amount of the C2C Transfer; (c) if the information you provide in connection with that C2C Transfer is incomplete or incorrect; (d) if we are unable to confirm the identity or authority of the person providing the request; (e) or the transaction does not comply with our policies or procedures applicable to a C2C Transfer. If we reject or fail to execute a C2C Transfer request, we will use reasonable efforts to promptly notify you in accordance with your user preferences (*i.e.*, email, push notification).

DELAYS, NON-EXECUTION OF FUNDS TRANSFER REQUEST

While we will use reasonable efforts to process your C2C Transfer requests in a timely manner, you agree that WaFd Bank will not be responsible for any delay or failure to execute a C2C Transfer request, or delay in making the funds available to the Beneficiary due to circumstances beyond the Bank's control. Such circumstances may include, without limitation, inaccuracies, interruptions, or delays in the transmission of your C2C Transfer request, or the execution of the request by the Bank, whether caused by strikes, power failures, equipment malfunctions, or similar events. You further agree that the Bank may refuse to process, or may delay processing, any C2C Transfer request if doing so would violate any applicable law, guideline, rule, policy, or regulation of any government authority.

TO THE EXTENT PERMITTED BY LAW, WAFD BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO A C2C TRANSFER.

ERRORS AND CLAIMS; LIMITATION OF LIABILITY

As soon as you think there has been an error or you need more information about your C2C Transfer, contact your branch or call 800-324-9375, or write to Client Disputes, WaFd Bank, 5777 N. Meeker Ave., Boise, ID 83713. We must hear from you no later than sixty (60) Calendar Days after we send you (or otherwise make available to you) the first periodic Account statement in which the problem or error appeared. Please provide us with the following information:

- Your name and account number
- The name of the person receiving the funds, his or her telephone number, and last 5 digits of his or her account number
- The dollar amount of the transfer, and
- 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

If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error and will promptly correct any error. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we may provisionally credit your Eligible Consumer Deposit Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Consumer Deposit Account. For errors involving new Eligible Consumer Deposit Accounts, we may take up to ninety (90) days to investigate your complaint or question and up to twenty (20) Business Days to provisionally credit your Eligible Consumer Deposit Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

In any event, an action or proceeding by you to enforce any obligation, duty or right under this Agreement must be commenced within one (1) year from the date that such cause of action accrues. IN NO EVENT SHALL WAFD BANK

BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES IN CONNECTION WITH YOUR C2C TRANSFER REQUEST.

INDEMNIFICATION

Except to the extent that we are liable under this Agreement or the Account Agreements governing the Eligible Consumer Deposit Account or the Online Financial Service, you agree to indemnify, defend, and hold harmless WaFd Bank, and its affiliates, and each of their respective officers, directors, employees, consultants, agents, service providers, and licensors (collectively, the “**Indemnitees**”) from and against any and all claims, demands, losses, liabilities, damages, and/or expenses (including but not limited to reasonable attorneys’ fees and costs) arising directly or indirectly from WaFd Bank’s good-faith action in reliance on a C2C Transfer request made by you under this Agreement, including claims brought by you or on your behalf against WaFd Bank. This indemnification obligation does not apply to the extent a claim results from WaFd Bank’s gross negligence or willful misconduct. For purposes of this Agreement, an Indemnitee’s good-faith reliance on any oral, telephonic, electronic, written, or other request, notice, or instruction reasonably believed to have been given by you or on your behalf shall not constitute gross negligence or willful misconduct.

AMENDMENT/TERMINATE

We reserve the right to amend or terminate this Agreement without prior notice to you.

GOVERNING LAW

This Agreement is governed by the laws and regulations of the state of Washington. Additionally, this Agreement is at all times governed by federal law.

ARBITRATION

You understand and agree that, as more fully explained in the section of the Personal Online and Mobile Banking Service Agreement governing your Eligible Consumer Deposit Account(s) titled Arbitration, any dispute related to your use of the Online and Mobile Service will be resolved by binding arbitration.