



Effective February 16, 2023

Welcome to Personal Online and Mobile Banking at WaFd Bank. Your use of Personal Online and Mobile Banking services at WaFd Bank is governed by the terms of the two agreements set forth herein: the Personal Online and Mobile Banking Service Agreement and the Terms of Service for Account to Account Transfers, Zelle® and Other Payment Services, Bill Payment Services, and Wire Transfer Services.

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Effective February 16, 2023

## Personal Online and Mobile Banking Service Agreement

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

In this Agreement, the words "**we**", "**us**", "**our**", "**WaFd Bank**" and "**Bank**" mean Washington Federal Bank, and the words "**you**" and "**your**" mean an Online Banking customer or a Mobile Banking customer. In addition to this Agreement, your use of Online Banking and Mobile Banking is also governed by the terms of the Deposit Account Agreement applicable to your Deposit Account (*i.e.*, your Personal Deposit Agreement or Business Deposit Agreement), our Website Terms of Use (available at <https://www.wafdbank.com/terms-of-use>), the Consumer Fee Schedule or Business Fee Schedule (as applicable), and if applicable, any Loan Account Agreement(s) for your Eligible Loan Accounts (collectively, the "**Account Agreements**"). Copies of the Account Agreements are available on our Website, with the exception of your Loan Account Agreement(s) (if applicable). You may also request a printed copy of any of these documents by visiting your local branch.

### DEFINITIONS

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In this Agreement, the following words have the following meanings:

- "**Business Account**" means an account established by a person or entity that is not primarily for personal, family, or household purposes.
- "**Business Day**" means Monday through Friday, excluding federal banking holidays.
- "**Business Deposit Account**" means a Deposit Account that is a Business Account.
- "**Business Deposit Agreement**" means the Business Deposit Account Agreement and Disclosures, which are available on our Website and in printed form upon request at your local branch.
- "**Business Fee Schedule**" means the Schedule of Business Fees & Service Charges, which is available on our Website and in printed form upon request at your local branch.
- "**Computer**" means a personal computer (PC) or other desktop Internet-enabled system, including a laptop personal computer and excludes a Mobile Device.
- "**Consumer Account**" means an account established primarily for personal, family, or household purposes.
- "**Consumer Deposit Account**" means a Deposit Account that is a Consumer Account.

- **“Consumer Fee Schedule”** means the Schedule of Consumer Fees & Service Charges, which is available on our Website and in printed form upon request at your local branch.
- **“Deposit Account”** means a checking, savings, NOW, or money market account that you have established with us.
- **“Deposit Account Agreement”** means the Personal Deposit Agreement or Business Deposit Agreement applicable to your Deposit Account.
- **“Eligible Accounts”** means Deposit Accounts, loan accounts, credit cards, and other products or accounts you have with us that are accessible through the Online and Mobile Service (with such Deposit Accounts and loan accounts referred to as **“Eligible Deposit Accounts”** and **“Eligible Loan Accounts,”** respectively).
- **“eStatements”** means account statements delivered electronically to you through the Online and Mobile Service.
- **“Loan Account Agreement”** means the underlying loan agreements and disclosures applicable to your Eligible Loan Accounts, which are available in printed form upon request at your local branch.
- **“Mobile Banking”** means the financial services we make available via our Website and any published WaFd Bank mobile banking application (our **“Mobile Banking App”**) using the Mobile Device you have registered with us.
- **“Mobile Device”** means a supported mobile device including a mobile phone or other mobile device that is web-enabled or capable of sending and receiving text messages.
- **“Online and Mobile Service”** means the Online Banking and Mobile Banking described in this Agreement.
- **“Online Banking”** means the financial services we make available on our Website using a Computer or other internet-enabled system, but excluding any service accessed through a Mobile Device.
- **“Online Financial Services”** means each of the products and services you may access or enroll in through the Online and Mobile Service, including services offered by third parties.
- **“Owner”** means each person or entity who is an owner of an Eligible Account as indicated in our records.
- **“Personal Deposit Agreement”** means the Personal Deposit Account Agreement and Disclosures, which are available on the Website and in printed form upon request at your local branch.
- **“SMS”** means Short Message Service, which is the text message service of your Mobile Device.
- **“Service Provider”** means any processor or other third party that we have engaged to provide remittance capabilities, equipment, or other services in connection with any Online and Mobile Service. This includes any agent, independent contractor, or subcontractor of any of the foregoing.
- **“Website”** means WaFd Bank’s Online Banking website and other websites and web pages maintained by us and accessible through <https://www.wafdbank.com/> or through our downloadable applications for Mobile Banking.

## SECURITY, PASSWORD, AND USER RESPONSIBILITY

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### **Security.**

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

You can use your username and password, along with a Computer or Mobile Device, to perform certain activities and transactions described in this Agreement. Each user will be required to establish their own username and password (including each Owner of a joint account). For security, the Online and Mobile Service will be blocked if anyone attempts to use a wrong password five times. We use additional log-in security that incorporates multiple factors to authenticate you as a customer. Additional information regarding each Online and Mobile Service user's access pattern will be collected and validated automatically. A unique digital fingerprint will be created for each user based on the user's specific access pattern and device information. Devices used to access the Online and Mobile Service for security purposes will be remembered; additional authentication may occur automatically when there is a deviation from this digital fingerprint.

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

### **Password.**

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

### **User Responsibility.**

You should never provide your username or password to a third party, including to another Owner of a joint account. 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 Online Banking or Mobile Banking when your session is finished. Therefore, you are responsible for any transactions, including transfers from or between your Eligible Accounts, resulting from you furnishing your username, password, or enhanced log-in security information to a third party. We will not be liable and will not reimburse you for any losses that may occur as a result of this authorized use of your username, password, or enhanced log-in security information.

You agree to immediately notify us if you believe that:

- Your password may have been lost or stolen;
- The device you use to access the Online and Mobile Service has been lost, stolen, or compromised;
- Someone has viewed, downloaded, or deleted electronic records from your account or the Online and Mobile Service without your permission; or
- If you suspect any fraudulent activity on your accounts.

You may notify us by:

- Calling 1-800-324-9375 or 206-624-7930 (outside the U.S.), anytime, 24 hours a day, 7 days a week;

- Writing to us at WaFd Bank, 9929 Evergreen Way Everett, WA 98204; or
- Visiting your local branch.

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

You agree that the use of usernames, passwords, and other techniques that we establish from time to time for the use of the Online and Mobile Service (and the Online Financial Services available through the Online and Mobile Service) constitute commercially reasonable security procedures for you. By selecting or using a security procedure, you acknowledge that you have made a determination that such security procedure is appropriate and commercially reasonable for you in light of your individual circumstances, and you agree that any payment order, transaction, or other instruction accepted (or acted or relied upon) by us in accordance with such security procedure will be deemed accepted (or acted or relied upon) in good faith. We reserve the right to issue new security procedures and/or to cancel or modify existing security procedures from time to time in our discretion, and you agree to immediately notify us if you believe that any new, cancelled, and/or modified security procedures are not commercially reasonable for you.

#### **ONLINE BANKING ACCESS REQUIREMENTS**

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

#### **AVAILABLE ONLINE BANKING SERVICES**

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Online Banking allows you to perform the following actions:

- Review a summary of your Eligible Accounts.
- Check the activity of your Eligible Accounts, including determining which checks have cleared and viewing images of cleared checks. The Bank retains check images for up to 7 years.
- Advance funds from Eligible Loan Accounts to Eligible Deposit Accounts.
- Submit payments to Eligible Loan Accounts.
- Transfer funds between Eligible Deposit Accounts and permitted accounts at other financial institutions (using Account to Account Transfers and Zelle® and Other Payment Services).
- Change passwords, usernames, email addresses, or phone number(s).

- Pay bills using the Bill Payment Services.
- Initiate wire transfers using the Wire Transfer Services.
- View 18 months of electronic statements for Eligible Deposit Accounts if you have enrolled in eStatements.
- Send and receive electronic mail to and from us.

Additional terms applicable to Account to Account Transfers, Zelle® and Other Payment Services, Bill Payment Services, and Wire Transfer Services are set forth in a separate agreement entitled "Terms of Service for Account to Account Transfers, Zelle® and Other Payment Services, Bill Payment Services, and Wire Transfer Services."

We may periodically make available new Online Banking 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 terms applicable to such services or products, as well as the terms of this Agreement. Please note that not all services specified above are available through Online Banking. For instance, the services specified above are not available for Certificate of Deposit (CD) accounts and not all services are available for Eligible Loan Accounts. In addition, depending on various factors, such as account type and interest paid, we may make certain tax statements available in Online Banking; however, tax statements will continue to be mailed to your postal address unless and until you opt out of paper statements.

## **MOBILE BANKING ACCESS REQUIREMENTS AND RESTRICTIONS**

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We offer Mobile Banking on your Mobile Device through Helios from MX Technologies, Inc. Our Mobile Banking is accessed by downloading our Mobile Banking App from either the Apple App Store or Google Play. Internet access from your Mobile Device is required to enroll in some aspects of our Mobile Banking.

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

### **Privacy and User Information.**

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

**Restrictions on Use.**

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

**Use of Google Maps:**

You agree to abide by the Google terms and conditions of use found at <https://support.google.com/maps/#topic=3092425> and the Google Legal Notices found at [https://www.google.com/intl/en\\_us/help/terms\\_maps/](https://www.google.com/intl/en_us/help/terms_maps/), or other URLs as may be updated by Google.

**Face ID® for Mobile Banking.**

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

**Touch ID® for Mobile Banking.**

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

device. You can enable or disable Touch ID anytime. Apple and Touch ID are trademarks of Apple Inc. available on compatible iOS devices. For more help with Touch ID, contact Apple support at <https://support.apple.com/>.

### **Fingerprint Login for Mobile Banking.**

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

### **AVAILABLE MOBILE BANKING SERVICES**

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Mobile Banking allows you to perform the following actions:

- Review a summary of your Eligible Accounts.
- Check the activity of your Eligible Accounts, including determining which checks have cleared.
- Advance funds from Eligible Loan Accounts to Eligible Deposit Accounts.
- Submit payments to Eligible Loan Accounts.
- Transfer funds between Eligible Deposit Accounts.
- Transfer funds to other persons (using Zelle® and Other Payment Services).
- Change passwords, usernames, email addresses, or phone number(s).
- Pay bills using the Bill Payment Services.
- Deposit checks through our Mobile Deposit Service.
- Receive push notifications (using the Mobile Banking App) and SMS Alerts.

Additional terms applicable to Account to Account Transfers, Zelle® and Other Payment Services, Bill Payment Services, and Wire Transfer Services are set forth in a separate agreement entitled "Terms of Service for Account to Account Transfers, Zelle® and Other Payment Services, Bill Payment Services, and Wire Transfer Services."

We may periodically make available new Mobile Banking 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 terms applicable to such services or products, as well as the terms of this Agreement. Please note that not all services specified above are available through Mobile Banking. For instance, the services specified above are not available for Certificate of Deposit (CD) accounts and not all services are available for Eligible Loan Accounts. In addition, depending on various factors, such as account type and interest paid, we may make certain tax statements available in Mobile Banking; however, tax statements will continue to be mailed to your postal address unless and until you opt out of paper statements.



## MOBILE DEPOSIT SERVICE

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Our “**Mobile Deposit Service**” is a remote deposit capture service that allows you to use a camera-enabled Mobile Device to deposit Eligible Checks to your Eligible Deposit Account(s) by scanning a check and electronically delivering the digital image of the check and associated deposit information to us or our designated processor. For purposes of our Mobile Deposit Service, “**Eligible Checks**” means checks as defined by Regulation CC (*i.e.*, under 12 C.F.R. § 229.2(k)), but does not include Ineligible Items (as defined below).

### **Ineligible Items.**

You may not use the Mobile Deposit 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. Any acceptance by us of an Ineligible Item does not guarantee that we will accept Ineligible Items, even of a similar type, that you attempt to deposit in the future.

### **Image Quality.**

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

### **Endorsement.**

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

### **Collection.**

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

### **Right to Reject; Availability of Funds.**

We reserve the right to place a hold on or to reject any item(s) deposited through the Mobile Deposit Service. Please refer to your Personal Deposit Agreement or Business Deposit Agreement (as applicable) for information regarding availability of funds.

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

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

*Checks Accepted for Deposit.* You will receive confirmation inside the Mobile Banking App after completing the Mobile Deposit process that the check image you transmitted to us has been accepted for deposit (or alternatively, an adjustment notice setting forth the reason it could not be deposited through the Mobile Deposit Service). Once you receive confirmation that your check image has been accepted for deposit via our Mobile Deposit Service, you specifically agree not to attempt to collect or represent the original check for deposit (*e.g.*, over the counter at a branch, at an ATM, or otherwise).

*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 Deposit Account, you agree to indelibly mark the check as “VOID” or to dispose of it in a manner that will

prevent anyone from presenting it for deposit. If we determine that we require the original paper check, you will promptly provide any check you have not destroyed to us to aid us in the clearing and collection process, to resolve claims by third parties with respect to any item, or for our audit purposes.

#### **Deposit Limits.**

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

Accepted deposits made prior to 5 PM Pacific Time on a Business Day will be credited by 6 PM Pacific Time the same Business Day. Accepted deposits made after 5 PM Pacific Time or on a day that is not a Business Day will be credited the following Business Day. Please note that, although our Business Days exclude federal banking holidays, we will use reasonable efforts to process deposits made through our Mobile Deposit Service on all calendar days, except Thanksgiving, Christmas, and New Year's Day.

#### **SMS (TEXT) ALERTS AND PUSH NOTIFICATIONS**

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

*Questions.* You can contact us at 800-324-9375 or 206-624-7930 (outside the U.S.). We can answer any questions you have about the SMS program.

*To Stop the SMS Program.* To stop the SMS messages from coming to your Mobile Device, you can opt out of the SMS program via SMS at any time. To do so, you may send a text that says "STOP" to this number: 801-701-1366. After that, you will not receive any future SMS messages.

#### **Alerts Additional Terms**

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

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

- "**Mandatory Alerts**" provide you with important account notifications, such as information about changes to your password or login information. You do not have the option to suppress these Mandatory Alerts.
- "**Additional Alerts**" provide you with notification of important account activities, such as balance changes. These Alerts are not automatically activated for you; rather, you may activate and deactivate Additional Alerts through the Online and Mobile Service.

Please note that Alerts must generally be managed or added through Online Banking, and you cannot manage all Alerts through your Mobile Device. We may add new Alerts from time to time, or cancel old Alerts, in our sole

discretion. We may notify you when we cancel any Alert(s), but are not obligated to do so. We reserve the right to terminate our Alerts service at any time without prior notice to you.

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

*Push Notifications.* Push notifications allow you to receive "push" versions of some Mobile Banking Alerts on Apple iOS or Google Android Mobile Devices with the Mobile Banking App installed. If you initiate this service, you can turn off push notifications within the Mobile Banking App or in the settings of your Mobile Device.

*Alerts via Text Message.* To stop Alerts via text message, text "STOP" to 801-701-1366 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, you may visit the Alerts tab in Online Banking and click the box next to your mobile number for the Alerts you wish to receive again. In case of questions please contact us at 800-324-9375 or 206-624-7930 (outside the U.S.). Our participating carriers include (but are not limited to) AT&T, T-Mobile®, U.S. Cellular®, Verizon Wireless, and MetroPCS.

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

*Alert Information.* Because Alerts delivered via SMS, email, and push notification are not encrypted, we will never include your password or full account number in an Alert. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your account(s), and anyone with access to your Alerts will be able to view the contents of these messages.

## **SERVICE CONDITIONS AND LIMITATIONS**

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### **Internal Transfers**

As discussed above, our Online and Mobile Service allows you to transfer funds between your Eligible Deposit Accounts. Funds can be transferred the same day or on a future date between your Eligible Deposit Accounts. Future-dated and recurring transfers are generally processed on the scheduled date between 5 AM and 8:30 PM Pacific Time. Same-day transfers between Eligible Deposit Accounts are generally processed when received. If the transfer request is submitted prior to 12 AM Pacific Time it will be dated the same day.

## FEES

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

## ELECTRONIC STATEMENTS AND NOTICES

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If you enroll to receive (1) eStatements and/or (2) disclosures, agreements, documentation, and other communications concerning your Eligible Accounts (“**Notices**”) electronically, then your account statements or Notices, as applicable, for your Eligible Accounts will be available only through the Online and Mobile Service. Your consent to receive eStatements covers the account statement(s) for the Eligible Account(s) you designate within Online Banking. Your consent to receive Notices electronically covers any disclosures, agreements, documentation, and other communications from us for the Eligible Accounts you designate within Online Banking. We will discontinue mailing account statements for the designated account(s) 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 and Notices now existing or which may hereafter be enacted, issued, or enforced.

We will send you notice via email 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 and/or Notice. This is the only notice you will receive of the availability of your eStatement or Notice online. We will archive eStatements and Notices for your Eligible Accounts for a rolling 18 months, regardless of when you enroll.

Your receipt of eStatements or Notices does not in any way alter your obligation to promptly review your transaction history. You must promptly review your eStatement or Notices and any accompanying items and notify us immediately of any error, unauthorized transaction, or any other irregularity. The error resolution provisions in the Personal Deposit Agreement, Business Deposit Agreement, or Loan Account Agreement (as applicable) 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 Notice. For paper copies of account statements or Notices related to your Deposit Account or loan account, you may contact us by phone at 1-800-324-9375 or 206-624-7930 (outside the U.S.), by mail at WaFd Bank, Attn: Client Care Center, 9929 Evergreen Way Everett, WA 98204, by or by visiting your local branch. Fees may apply to requests for paper copies of your account statement. Please refer to the Consumer Fee Schedule or Business Fee Schedule (as applicable) for a full listing of such fees. There is no fee for printed copies of Notices.

## WAFD PERSONAL FINANCE MANAGEMENT TOOLS

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We offer WaFd personal finance management tools through our Service Provider, MX Technologies, Inc. WaFd personal finance management tools are available in both Online Banking and Mobile Banking. Among other features, these tools allow you to aggregate third party accounts, create budgets, track spending, and view insights. If you elect to use WaFd personal finance management tools these tools, this Section will apply.

### **Provide Accurate Information.**

You represent and agree that all information you provide to us in connection with WaFd personal finance management tools is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date, and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at the third party sites you include or access through WaFd

personal finance management tools, and that you have the authority to (i) designate us and our Service Provider as your agent, (ii) use WaFd personal finance management tools, and (iii) give us and our Service Provider the passwords, usernames, and all other information you provide.

#### **Content You Provide.**

When you use of WaFd personal finance management tools you authorize us and our Service Provider, as your agent, to access the third party sites you designate in order to retrieve information. You license us and our Service Provider with any information, data, passwords, usernames, PINs, personally identifiable information, or other content you provide through WaFd personal finance management tools. You authorize us and our Service Provider to use any information, data, passwords, usernames, PINs, personally identifiable information, or other content you provide through WaFd personal finance management tools, or that we or our Service Provider retrieve on your behalf, for purposes of providing WaFd personal finance management tools, to offer products and services, and for other permissible business purposes. You understand and agree that we and our Service Provider may store, use, change, or display the information you provide or create new content using such information.

#### **Power of Attorney.**

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

#### **Third Party Accounts.**

With respect to any third party sites we may enable you to access through WaFd personal finance management tools or with respect to any non-WaFd Bank accounts you include in WaFd personal finance management tools, you agree to the following:

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

#### **Limitations of Services.**

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

**Aggregated Data.**

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

**Ownership.**

You agree that we and our Service Provider, as applicable, retain all ownership and proprietary rights in WaFd personal finance management tools, associated content, technology, mobile applications, and websites.

**User Conduct.**

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

**Disclaimer.**

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

**Export Restrictions.**

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

**SUSPENSION OF SERVICE**

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

## **PRIVACY AND INFORMATION SHARING**

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We are committed to protecting your privacy. The information we gather from you in connection with using the Online and Mobile Service will be governed by the provisions of our Privacy Policy as set out in our Consumer Privacy Notice and our Online Privacy Policy, available on our Website at <https://www.wafdbank.com/banking-privacy-security/protecting-your-privacy> (collectively, our "Privacy Policy").

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

We offer payment transfer services in our Online and Mobile Service through our Service Provider, Zelle<sup>®</sup>, as described in the separate agreement entitled "Terms of Service for Account to Account Transfers, Zelle<sup>®</sup> and Other Payment Services, Bill Payment Services, and Wire Transfer Services." If you access the Zelle<sup>®</sup> and Other Payment Services through our Online and Mobile Service, the information we and Zelle<sup>®</sup>, as our Service Provider, gather is governed by our Privacy Policy. If you access Zelle<sup>®</sup> directly, including using the Zelle<sup>®</sup> app, the information that Zelle<sup>®</sup> gathers from you will be handled in accordance with Zelle<sup>®</sup>'s Privacy Policy, which is available at <https://www.zellepay.com/privacy-policy>.

## **LIMITATIONS ON OUR RESPONSIBILITIES**

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We agree to make reasonable efforts to provide the Online and Mobile Service in the manner described in this Agreement. 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 instructions you or others 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 or third party. Except as provided under applicable law, our sole responsibility for an error in a transfer will be to correct the error.

YOU AGREE THAT, EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT (OR AS OTHERWISE REQUIRED BY APPLICABLE LAW), WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY LOSS OR DAMAGE (INCLUDING ANY DIRECT DAMAGES), WHETHER CAUSED BY THE BANK OR BY ANY EQUIPMENT, SOFTWARE, OR SERVICES PROVIDED BY THE BANK (OR OUR SERVICE PROVIDERS), ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE ONLINE AND MOBILE SERVICE. YOU FURTHER AGREE THAT IN NO CASE WILL WE BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR OTHER DAMAGES OR LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE ONLINE AND MOBILE SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, HOWEVER, IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR SUCH DAMAGES, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

WITHOUT LIMITING ANY OTHER DISCLAIMERS SET FORTH IN THIS AGREEMENT, YOU UNDERSTAND AND AGREE THAT OUR ONLINE AND MOBILE SERVICE IS PROVIDED "AS IS" AND AS AVAILABLE WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. WE EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES CONCERNING THE ONLINE AND MOBILE SERVICE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OR TRADE, OR NON-INFRINGEMENT OF A THIRD PARTY'S PROPRIETARY RIGHTS, UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY APPLICABLE LAW. WE DO NOT WARRANT THAT ACCESS TO THE ONLINE AND MOBILE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE,

THAT OUR SOFTWARE, EQUIPMENT, OR COMMUNICATION INTERFACES WILL BE COMPATIBLE WITH YOURS, OR THAT ANY INFORMATION, PRODUCTS, OR SERVICES AVAILABLE THROUGH THE ONLINE AND MOBILE SERVICE WILL AT ALL TIMES BE UP-TO-DATE, ACCURATE, OR RELIABLE.

## **INDEMNIFICATION**

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Except to the extent that we are liable under the terms of this Agreement or another agreement governing the applicable Eligible Account or Online Financial Service, and without limiting your indemnification obligations otherwise set forth in this Agreement, you agree to indemnify, defend, and hold harmless the Bank and our affiliates, officers, directors, employees, consultants, agents, Service Providers, and licensors (collectively, the “**Indemnitees**”) from and against any and all claims, demands, losses, liability, damages, and/or expenses (including but not limited to reasonable attorneys’ fees and costs) (“**Losses**”) resulting directly or indirectly from your use of the Online and Mobile Service in violation of this Agreement. Without limiting the foregoing, you agree to indemnify, defend, and hold harmless the Indemnitees from and against any and all Losses arising out of or relating to: (a) your breach of this Agreement; (b) 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; (b) any fraud, manipulation, or other breach of this Agreement; (c) your failure to comply with applicable law; (d) your violation of the rights of a third party; (e) any act or omission of ours that is consistent with your written or oral instructions; (f) the provision of the Online and Mobile Service or use of the Online and Mobile Service by you or any third party; and/or (g) your misuse of the Online and Mobile Service.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Online and Mobile Service by you or your authorized representative or delegate. Nothing herein shall be construed as a waiver of any rights you may have as a consumer under any applicable regulation. Your indemnification obligations set forth in this Agreement will not apply to the extent any Losses are caused by the gross negligence or willful misconduct of an Indemnitee; provided, however, you understand that, in the event an Indemnitee relies upon an oral, telephonic, electronic, written, or other request, notice, or instruction believed in good faith to have been given by you (or on your behalf), such reliance will in no event constitute gross negligence or willful misconduct.

## **NOTICES AND COMMUNICATION**

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### **Generally.**

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

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

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



- By sending the information to your electronic notice address;
- By posting the information on our Website and either sending you a notice to your postal address or electronic notice address (either separately or as part of an account statement) or including a notice of the information when you log in to the Online and Mobile Service, telling you that the information has been posted and providing instructions on how to view it. For example, we provide paperless statements through our Website, and we may, at our discretion, send courtesy notifications to your electronic notice address to remind you; or
- To the extent permitted by law, by posting the information to our Website.

When you navigate to Statements within Online and Mobile Banking and opt in to “Go Paperless” you will no longer receive paper statements. At any time, you may request a paper copy of any communication which has been delivered electronically. Paper copies may be acquired by contacting us by phone at 1-800-324-9375 or 206-624-7930 (outside the U.S.), by mail at WaFd Bank, Attn: Client Care Center, 9929 Evergreen Way Everett, WA 98204, or by visiting your local branch. Fees may apply. Please refer to the Consumer Fee Schedule or Business Fee Schedule (as applicable) for a full listing of such fees. There is no fee for printed copies of disclosures.

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

- Service your accounts;
- Collect any amount you may owe; or
- Discuss our relationship, products, and services with you.

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

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

Unless otherwise prohibited by the laws governing your Eligible Account or Online Financial Service, 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, then we may discontinue sending Account-Related Information or electronic notifications to you until you provide a valid postal or electronic notice address to us. Additionally, we may, at our sole option:

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

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

**Address Changes.**

You agree that you will notify us immediately in the event of a change to your postal address or electronic notice address. Address changes may be initiated at your request. You may instruct us to change the postal address or electronic notice address to which we send notices or Account-Related Information concerning your account at any time. You may update your email address by logging in to Online Banking and clicking on Profile. In Mobile

Banking, you may update your email address by navigating to Menu > Settings > Profile. Physical (postal) address changes must be made through a Bank branch or by contacting us by U.S. Mail. Unless you instruct us otherwise, when you notify us of an address change for a specified account, we may change the postal or electronic notice address, as applicable, for all or some of your other account(s) with us.

#### **Implementation of Notices.**

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

#### **Consumer Disclosures.**

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

### **ELECTRONIC FUND TRANSFERS AND ELECTRONIC BANKING TRANSACTIONS**

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

### **AVAILABILITY OF SERVICES**

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

### **GENERAL PROVISIONS**

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#### **Amendments to this Agreement.**

***Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement from time to time and at any time. This may include adding new or different terms to, or removing terms from, this Agreement.*** If we make changes to this Agreement, we will update this Agreement on the Website and we may notify you of such changes by mail or electronic message to your most recent addresses listed on our records. Within the time frames required by the effective date of the notice, we may also notify you (1) upon login to the Online and Mobile Service or (2) by providing notice on our Website if permitted by applicable law. The notice will be posted or sent at least 30 days in advance of the effective date of any additional fees, any stricter limits on the type, amount, or frequency of transactions, or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. By using the Online and Mobile Service when such changes become effective, you agree to be bound by the revised terms and conditions contained

in this Agreement. You can decline the changes by discontinuing use of the Online and Mobile Service and notifying us of your election by phone at 1-800-324-9375 or 206-624-7930 (outside the U.S.), by mail at WaFd Bank, Attn: Client Care Center, 9929 Evergreen Way Everett, WA 98204, or by visiting your local branch. Changes to fees or terms applicable to Eligible Accounts are governed by the agreement(s) applicable to the account(s). Except as otherwise required by law, any change to this Agreement applies only to transactions that occur, or claims that arise, after the amendment becomes effective.

#### **Termination of this Agreement.**

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

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

If you wish to cancel your use of the Online and Mobile Service or any Online Financial Service(s), you may contact WaFd Bank Customer Service at 1-800-324-9375, by mail at WaFd Bank, Attn: Client Care Center, 9929 Evergreen Way Everett, WA 98204, or by visiting your local branch.

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

#### **Service Providers.**

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

#### **Proprietary Rights.**

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

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

#### **Entire Agreement.**

In combination with other Account Agreements, this Agreement represents the agreement between you and us regarding the Online and Mobile Service and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the Online and Mobile Service. You may not assign this Agreement. Each of the rules, terms, and conditions set forth in this Agreement stand alone. Any term or condition contained in this Agreement which is inconsistent with the laws governing the Online and Mobile Service will be deemed to

have been modified by us and applied in a manner consistent with such laws. Except as otherwise expressly provided in this Agreement, if any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be invalidated or otherwise affected.

**Waiver**

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

**Disputes.**

In the event of a dispute regarding the Online and Mobile Service, you and we agree to resolve the dispute by looking to this Agreement. In the event of a dispute between dispute resolution language contained below and any language contained in your Deposit Account Agreement, the language in your Deposit Account Agreement controls.

**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 use of the Online and Mobile Service 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 of time to take corrective action will be 60 days from the date the required notice was given unless applicable law specifies a shorter period of time 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 actually delivered to your address if sent by other means. The notice address will be the address associated with your WaFd Bank account relationship 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 WaFd Bank, Attn: Client Care Center, 9929 Evergreen Way Everett, WA 98204, and will be considered given when WaFd Bank actually 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 use of the Online and Mobile Service 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 use of the Online and Mobile Service, 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 Agreement, any prior account agreement between us, or your use of the Online and Mobile Service are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. A claim includes disputes about the validity, enforceability, or scope of this Arbitration Section. You and WaFd Bank agree that any issues as to arbitrability are delegated for resolution by the arbitrator. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future.

***Class Actions and Representative Actions.***

Claims in arbitration will proceed on an individual basis, on behalf of the named parties only. YOU AND WE AGREE NOT TO:

- SEEK TO PROCEED ON ANY CLAIM IN ARBITRATION AS A CLASS CLAIM OR CLASS ACTION OR OTHER COMPARABLE REPRESENTATIVE PROCEEDING;
- SEEK TO CONSOLIDATE IN ARBITRATION ANY CLAIMS INVOLVING SEPARATE CLAIMANTS (EXCEPT FOR CLAIMANTS WHO ARE ON THE SAME ACCOUNT), UNLESS ALL PARTIES AGREE;
- BE PART OF, OR BE REPRESENTED IN, ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE; OR
- SEEK ANY AWARD OR REMEDY IN ARBITRATION AGAINST OR ON BEHALF OF ANYONE WHO IS NOT A NAMED PARTY TO THE ARBITRATION.

If these terms relating to class or representative procedures are legally unenforceable for any reason with respect to any claim or dispute, then the arbitration requirements above will be inapplicable to the claim or dispute, and the claim or dispute will instead be handled through litigation in court rather than by arbitration. No arbitrator shall have authority to entertain any claim or dispute on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party.

***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](http://www.adr.org) or by calling 1-800-778-7879. 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 Section 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 30 days of award issuance. The appeal must request a new arbitration in front of three 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 PO Box 1460, Boise, ID 83702.

**Adverse Claims and Legal Process.**

We need not honor any claim against or involving your use of the Online and Mobile Service 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 your use of the Online and Mobile Service, 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 your use of the Online and Mobile Service, in our discretion we may suspend your use of the Online and Mobile Services or transactions which we believe to be affected until final determination of the claim or proceeding. We may place a hold on any funds in your 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, your account, or your use of the Online and Mobile Service which we believe to be valid, without any liability from us to you. You agree that if we are 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. 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 insufficient 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 processing fee, for which you are liable to us, upon receipt of any legal process. Please refer to the Consumer Fee Schedule or Business Fee Schedule (as applicable) for description of this legal processing fee. We may deduct such fee, as well as any expenses, including without limitation attorneys' fees, in connection with any such document or 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 expenses and 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 this Agreement, you agree to indemnify us against all losses, costs, attorneys' fees, and any other liabilities that we incur by reason of responding to or initiating any legal action, 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 action, 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.

**Governing Law.**

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

**Banking Practices.**

In the absence of a specific provision in the Agreement, your use of the Online and Mobile Service will be subject to our usual banking practices and, to the extent not inconsistent with the Agreement, general commercial banking practices and applicable law.

**Venue and Limitation on Bringing Actions.**

In the event of any legal action of claim regarding the 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 claim is filed. If either party chooses to have disputes resolved by arbitration, the Arbitration Section of this Agreement governs the process and location of the arbitration proceedings. Subject to applicable law, you agree that any arbitration or other action in relation to an alleged breach of this Agreement shall be commenced within 1 year of the breach, without regard to the date the breach is discovered.

**Limited Liability.**

You agree that, to the extent not prohibited or restricted by applicable law or the Agreement, WaFd Bank will not be liable to you for performing or failing to perform our services under or in connection with the Agreement unless we have acted in bad faith. If a court establishes our liability to you under the Agreement, unless prohibited or restricted by applicable law or the Agreement, you agree that you may recover only your actual damages from WaFd Bank and WaFd Bank will not be liable for any indirect, incidental, special, consequential, or punitive damages. Except as expressly set forth in this Agreement, neither this Agreement nor your use of the Online and Mobile Service creates a fiduciary, quasi-fiduciary, or special relationship between you and us. 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.

**Indemnity.**

Without limiting your indemnification obligations otherwise set forth in this Agreement, you agree to indemnify and hold harmless WaFd Bank from and against any and all losses, liabilities, penalties, damages, costs, expenses (including, but not limited to, attorneys' fees and court costs) or other harm or injury 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 (i) you under or in connection with this Agreement, including, but not limited to, your failure to observe and perform properly each and every obligation in accordance with this Agreement and any other agreement which you

enter into with us; or (ii) us in reliance upon any resolution, 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 this Agreement or applicable law.

If you give us instructions 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 against all losses, costs, attorneys' fees, and any other liabilities we incur. In addition, we may ask you for certain protections, such as a surety bond or your indemnity in a form satisfactory to us.

**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 AGREEMENT, YOUR USE OF THE ONLINE AND MOBILE SERVICE, 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.

**Attorneys' Fees.**

In any legal action of claim regarding the 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 provisions of the Agreement without losing the right to enforce them in the future.

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Effective February 16, 2023

## TERMS OF SERVICE FOR ACCOUNT TO ACCOUNT TRANSFERS, ZELLE® AND OTHER PAYMENT SERVICES, BILL PAYMENT SERVICES, AND WIRE TRANSFER SERVICES

### GENERAL TERMS FOR EACH SERVICE

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- 1. Introduction.** This Terms of Service for Account to Account Transfers, Zelle® and Other Payment Services, Bill Payment Services, and Wire Transfer Services document (hereinafter "**Agreement**") is a contract between you and Washington Federal Bank (hereinafter "**we**" or "**us**") in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "**Service**") offered through our online banking site or mobile applications (the "**Site**"). The Agreement consists of these General Terms for Each Service (referred to as "**General Terms**"), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.
- 2. Service Providers.** We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.
- 3. Amendments.** We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade, or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades, or enhancements.
- 4. Our Relationship With You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).
- 5. Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or

assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

- 6. Notices to Us Regarding the Service.** Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: WaFd Bank, Attn: Client Care Center, 9929 Evergreen Way Everett, WA 98204. We may also be reached at our Client Care Center team at 800-324-9375 or 206-624-7930 (outside the U.S.), or by email at [onlinebanking@wafd.com](mailto:onlinebanking@wafd.com) for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.
- 7. Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 6 of the General Terms above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.
- 8. Text Messages, Calls, and/or Emails to You.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitations, for SMS (short message service).
- 9. Receipts and Transaction History.** You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.
- 10. Your Privacy.** Protecting your privacy is very important to us. Please review our Privacy Policy our Privacy Policy as set out in our Consumer Privacy Notice and our Online Privacy Policy, available on our Website at <https://www.wafdbank.com/banking-privacy-security/protecting-your-privacy> ("Privacy Policy") in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.
- 11. Privacy of Others.** If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.
- 12. Eligibility.** The Service is offered only to individual residents of the United States at least 18 years of age who have the authority to authorize debits and credits to the registered bank account. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

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

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance, or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
- d. Payments related to: (1) narcotics, steroids, controlled substances, or other products that present a risk to consumer safety; (2) goods or services that encourage, promote, facilitate, or instruct others to engage in illegal activity; (3) goods or services that are sexually oriented; (4) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (5) goods or services that defame, abuse, harass, or threaten others; (6) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent, or discourteous; (7) goods or services that advertise, sell to, or solicit others; or (8) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming, and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery), and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other “get rich quick” schemes, or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking, or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following “money service business” activities: the sale of traveler’s checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

**14. Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance, or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass, or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent, or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service

or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software, or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet Service Providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

- 15. Payment Methods and Amounts.** There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us, the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.
- 16. Your Liability for Unauthorized Transfers.** If you permit other persons to use the Service or your password, you are responsible for any transactions they authorize from your accounts. If you believe that your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, notify us at once by visiting a branch near you, calling our Client Care Center team at 800-324-9375 or 206-624-7930 (outside the U.S.), or emailing us at [onlinebanking@wafd.com](mailto:onlinebanking@wafd.com). You may also contact us at the address set forth in Section 6 of the General Terms above. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may, at our discretion, extend the time periods specified above to a reasonable period.
- 17. Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report, and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction.
- 18. Failed or Returned Payment Instructions.** In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

  - a. You will reimburse us or our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
  - b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be

debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in the Consumer Fee Schedule or Business Fee Schedule (as applicable). You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;

- c. We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

**19. Address or Banking Changes.** It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers, and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in Section 6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions, or contact information.

**20. Information Authorization.** Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders, and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store, and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer, or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store, and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis, and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

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

and prevention services for services or Web sites not provided by us. We will not share with Service Providers any information that personally identifies the user of the applicable device.

**21. Service Termination, Cancellation, or Suspension.** If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation, nor suspension shall affect your liability or obligations under this Agreement.

**22. Errors, Questions, and Complaints.**

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 6 of the General Terms above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
  1. Tell us your name;
  2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
  3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. 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 will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. For errors involving new Eligible Transaction 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 Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

**23. Intellectual Property.** All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title, and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you

automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

- 24. Links and Frames.** Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring, or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services, or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.
- 25. Password and Security.** If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the General Terms above. See also Section 16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.
- 26. Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend, or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site, and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.
- 27. Disputes.** In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement. In the event of a dispute between dispute resolution language contained in Sections 28 through 38 below and any language contained in your Deposit Account Agreement with us, the language in your Deposit Account Agreement controls.
- 28. 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 use of the Service 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 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 of time to take corrective action will be 60 days from the date the required notice was given unless applicable law specifies a shorter period of time 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 actually delivered to your address if sent by other means. The notice address will be the address associated with your WaFd account relationship 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 WaFd Bank, Attn: Client Care Center, 9929 Evergreen Way Everett, WA 98204 and will be considered given when WaFd Bank actually 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.

- 29. Arbitration.** You and WaFd Bank agree that any dispute relating in any way to your use of the Service 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 use of the Service, 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 Agreement, any prior account agreement between us, or your use of the Service are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. A claim includes disputes about the validity, enforceability, or scope of this Arbitration Section. You and WaFd Bank agree that any issues as to arbitrability are delegated for resolution by the arbitrator. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist, or may arise in the future.

**Class Actions and Representative Actions**

Claims in arbitration will proceed on an individual basis, on behalf of the named parties only. YOU AND WE AGREE NOT TO:

- a. SEEK TO PROCEED ON ANY CLAIM IN ARBITRATION AS A CLASS CLAIM OR CLASS ACTION OR OTHER COMPARABLE REPRESENTATIVE PROCEEDING;
- b. SEEK TO CONSOLIDATE IN ARBITRATION ANY CLAIMS INVOLVING SEPARATE CLAIMANTS (EXCEPT FOR CLAIMANTS WHO ARE ON THE SAME ACCOUNT), UNLESS ALL PARTIES AGREE;
- c. BE PART OF, OR BE REPRESENTED IN, ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE; NOR
- d. SEEK ANY AWARD OR REMEDY IN ARBITRATION AGAINST OR ON BEHALF OF ANYONE WHO IS NOT A NAMED PARTY TO THE ARBITRATION.



If these terms relating to class or representative procedures are legally unenforceable for any reason with respect to any claim or dispute, then the arbitration requirements above will be inapplicable to the claim or dispute, and the claim or dispute will instead be handled through litigation in court rather than by arbitration. No arbitrator shall have authority to entertain any claim or dispute on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party.

**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 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](http://www.adr.org) or by calling 1-800-778-7879. 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 Agreement 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 30 days of award issuance. The appeal must request a new arbitration in front of three 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 PO Box 1460, Boise, ID 83702.

**30. Adverse Claims and Legal Process.** We need not honor any claim against or involving your use of the Service 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 your use of the Service, 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 your use of the Service, in our discretion we may suspend Services or transactions which we believe to be affected until final determination of the claim or proceeding. We may place a hold on any funds in your 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, your account, or your use of the Service which we believe to be valid, without any liability from us to you. You agree that if we are 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. 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 insufficient 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 processing fee, for which you are liable to us, upon receipt of any legal process. Please refer to the Consumer Fee Schedule or Business Fee Schedule (as applicable) for a description of this legal processing fee. We may deduct such fee, as well as any expenses, including without limitation attorneys' fees, in connection with any such document or 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 expenses and 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 this Agreement, you agree to indemnify us against all losses, costs, attorneys' fees, and any other liabilities that we incur by reason of responding to or initiating any legal action, including any interpleader action we commence involving you or your account(s). 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 action, 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.

**31. Governing Law.** This Agreement is governed by the laws and regulations of the state of Washington. This Agreement is also at all times governed by federal law.

32. **Banking Practices.** In the absence of a specific provision in the Agreement, your use of the Service will be subject to our usual banking practices and, to the extent not inconsistent with the Agreement, general commercial banking practices and applicable law.
33. **Venue and Limitation on Bringing Actions.** In the event of any legal action of claim regarding the 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 claim is filed. If either party chooses to have disputes resolved by arbitration, the Arbitration Section of this Agreement governs the process and location of the arbitration proceedings. Subject to applicable law, you agree that any arbitration or other action in relation to an alleged breach of this Agreement shall be commenced within 1 year of the breach, without regard to the date the breach is discovered.
34. **Limited Liability.** You agree that, to the extent not prohibited or restricted by applicable law or the Agreement, WaFd Bank will not be liable to you for performing or failing to perform our services under or in connection with the Agreement unless we have acted in bad faith. If a court establishes our liability to you under the Agreement, unless prohibited or restricted by applicable law or the Agreement, you agree that you may recover only your actual damages from WaFd Bank and WaFd Bank will not be liable for any indirect, incidental, special, consequential, or punitive damages. Neither this Agreement nor your use of the Service creates a fiduciary, quasi-fiduciary, or special relationship between you and us. 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.
35. **Indemnity.** Without limiting your indemnification obligations otherwise set forth in this Agreement, you agree to indemnify and hold WaFd Bank harmless from and against any and all losses, liabilities, penalties, damages, costs, expenses (including, but not limited to, attorneys' fees and court costs) or other harm or injury 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 (i) you under or in connection with this Agreement, including, but not limited to, your failure to observe and perform properly each and every obligation in accordance with this Agreement and any other agreement which you enter into with us; or (ii) us in reliance upon any resolution, 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 this Agreement or applicable law.

If you give us instructions 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 against all losses, costs, attorneys' fees, and any other liabilities we incur. In addition, we may ask you for certain protections, such as a surety bond or your indemnity in a form satisfactory to us.

36. **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 AGREEMENT, YOUR USE OF THE SERVICE, 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.
37. **Attorneys' Fees.** In any legal action of claim regarding the Agreement, the prevailing party will be entitled to recover costs and reasonable attorneys' fees.
38. **Our Right to Delay Enforcement.** We may choose to not enforce or delay in enforcing any provisions of the Agreement without losing the right to enforce them in the future.

39. **Release.** You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands, and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.
40. **Complete Agreement, Severability, Captions, and Survival.** You agree that this Agreement, in combination with the Personal Online and Mobile Banking Service Agreement, is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23, and 26-40 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.
41. **Definitions.** Capitalized terms used but not defined in this Agreement will have the meanings given to such terms in the Personal Online and Mobile Banking Service Agreement. Additionally, for purposes of this Agreement, the following terms have the following meanings:
- a. **"ACH Network"** means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
  - b. **"Affiliates"** are companies related by common ownership or control.
  - c. **"Business Day"** is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
  - d. **"Eligible Transaction Account"** is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
  - e. **"Payment Instruction"** is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
  - f. **"Payment Network"** means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
  - g. **"Service Provider"** means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

## BILL PAYMENT SERVICE ADDITIONAL TERMS

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- 1. Description of Service.** The term "Bill Payment Terms" means these Bill Payment Service Additional Terms. The bill payment service (for purposes of these Bill Payment Terms, and the General Terms as they apply to these Bill Payment Terms, the "Service") enables you to receive, view, and pay bills from the Site.
- 2. Payment Scheduling.** The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date that is earlier than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft check drawn on your Eligible Transaction Account, the draft check arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft check, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.
- 3. The Service Guarantee.** Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account with the applicable Biller. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with Section 2 of the Bill Payment Terms (Payment Scheduling).
- 4. Payment Authorization and Payment Remittance.** By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

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

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

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

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

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

**6. Stop Payment Requests.** The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact customer care for the Service in the manner set forth in Section 22 of the General Terms above. Although we will attempt to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. Please refer to the Consumer Fee Schedule or Business Fee Schedule (as applicable) for a description of our current fees for stop payment requests.

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

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

**1. Presentation of electronic bills.** You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary "trial basis." In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.

**2. Paper Copies of electronic bills.** If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.

**3. Sharing Information with Billers.** You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of

matching your identity on the Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for "trial basis" electronic bills.

4. Information held by the Biller. We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers, and email addresses, that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.

5. Activation. We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

6. Authorization to obtain bill data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your username and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

7. Notification. We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

8. Cancellation of electronic bill notification. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

9. Non-Delivery of electronic bill(s). You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

10. Accuracy and dispute of electronic bill. We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

**9. Disclosure of Account Information to Third Parties.** It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you

make in the following situations pursuant to our Privacy Policy (as further described in Section 10 (Your Privacy) of the General Terms), in addition to the circumstances set forth in Section 20 of the General Terms (Information Authorization):

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

**10. Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Billing Account. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account. Any financial fees associated with your standard deposit accounts will continue to apply. Please refer to the Consumer Fee Schedule or Business Fee Schedule (as applicable) for a full listing of such fees. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Billing Account for such fees, as described in this Section, and there are insufficient funds in the Billing Account.

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

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

**13. Information Authorization.** In addition to Section 20 of the General Terms (Information Authorization), you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

**14. Bill Capture.** The following Bill Capture terms and conditions in this Section 14 (Bill Capture) only apply to Bill Capture (as defined below). If Bill Capture is not available to you within our Mobile Banking App, then this Section 14 (Bill Capture) does not apply.

**Bill Capture.** Your use of our Mobile Banking App may include the ability to add bill payment payees by utilizing your mobile phone to take pictures of your paper bills ("Bill Capture"). Once you take the picture, Bill Capture extracts and prefills Biller information such as the name, address, and account number of the Biller into our Mobile Banking App for use with the Service, or matches the bill to an existing Biller and prefills the amount due and due date. Bill Capture is subject to the following terms:



1. You shall use Bill Capture only for your own use in accordance with the terms of this Agreement;
2. We do not guarantee that your mobile device will be compatible with Bill Capture; and
3. You bear sole responsibility for confirming that the information captured by Bill Capture matches the information on the applicable bill pay stub, and in no event will we be liable for any results from your use of extracted data from Bill Capture with the Service, including, without limitation, any late fees for payments sent to an improper Biller or improper account.

**15. Bill Discovery.** The following Bill Discovery terms and conditions in this Section 15 (Bill Discovery) only apply to Bill Discovery (as defined below). If Bill Discovery is not available to you from our Site, then this Section 15 (Bill Discovery) does not apply.

**Bill Discovery.** The bill discovery feature (“Bill Discovery”) enables the automatic searching, identification, and retrieval of information about your Billers and bills based on matching information about your identity. In order to enable Bill Discovery, you will need to authorize the Service to access and use information from your consumer report from a credit bureau and/or our Biller network in order for Bill Discovery to identify potential matches. By providing your consent within the Bill Discovery portion of the Site, you authorize the Service to access and use such information until you withdraw your consent. You may withdraw your consent within the Bill Discovery portion of the Site at any time. If Bill Discovery has identified Biller matches, the Service will allow you to add these Billers to your user profile. New Billers added through Bill Discovery are subject to Section 8 (Bill Delivery and Presentment) of the Bill Payment Terms.

#### **16. Definitions.**

These definitions apply exclusively to this “**Bill Payment Service Additional Terms**” section of the Agreement:

- “Biller” is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- “Billing Account” is the checking account or money market account from which all Service fees will be automatically debited.
- “Due Date” is the date reflected on your Biller statement for which the payment is due, and is not the late payment date or the date beginning or a date during any grace period.
- “Eligible Transaction Account” is as defined in Section 41 of the General Terms, except that it shall be limited to an account that you hold with us, and from which bill payments will be debited.
- “Exception Payments” means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).
- “Payment Instruction” is as defined in Section 41 of the General Terms, and is further defined as the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
- “Scheduled Payment” is a payment that has been scheduled through the Service but has not begun processing.
- “Scheduled Payment Date” is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the immediately preceding Business Day.

## ACCOUNT TO ACCOUNT TRANSFERS ADDITIONAL TERMS

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### 1. Description of Service, Authorization and Processing.

- a. The term “**Transfer Money Terms**” means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the “**Service**”) enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.
- b. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power, and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- c. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (*i.e.*, email, push notification).
- d. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
  1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
  2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
  3. The transfer is refused as described in Section 6 of the Transfer Money Terms below;
  4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or

5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
  - e. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.
2. **Transfer Methods and Amounts.** Section 15 of the General Terms (Payment Methods and Amounts) applies to the Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.
3. **Transfer Cancellation Requests.** You may cancel a transfer at any time until it begins processing (as shown in the Service).
4. **Stop Payment Requests.** If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Section 22 of the General Terms. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. Please refer to the Consumer Fee Schedule or Business Fee Schedule (as applicable) for a description of our current fees for stop payment requests. We may also require you to present your request in writing within fourteen (14) days.
5. **Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. Please refer to the Consumer Fee Schedule or Business Fee Schedule (as applicable) for a full listing of such fees. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 18 of the General Terms should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.
6. **Refused Transfers.** We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.
7. **Returned or Failed Transfers.** In using the Service, you understand transfers may be returned or fail for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

## 8. Definitions.

These definitions apply exclusively to this “**Account to Account Transfers Additional Terms**” Section of the Agreement.

- “**Account**” means a checking, money market, loan, or savings account that is either an Eligible Transaction Account or External Account, as applicable.
- “**Eligible Transaction Account**” is as defined in Section 4.1 of the General Terms, except that it shall be limited to a checking, money market, or savings account that you hold with us.
- “**External Account**” is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.
- “**Transfer Instruction**” is a specific Payment Instruction (as defined in Section 4.1 of the General Terms) that you provide to the Service for a transfer of funds.

## ZELLE® AND OTHER PAYMENT SERVICES ADDITIONAL TERMS

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### 1. Description of Services.

- a. We have partnered with the Zelle Network® (“Zelle®”) to enable a convenient way to transfer money between you and other Users using aliases, such as email addresses or mobile phone numbers (“Zelle® Payment Service,” as further described below). Zelle® provides no deposit account or other financial services. Zelle® neither transfers nor moves money. You may not establish a financial account with Zelle® of any kind. All money will be transmitted by a Network Financial Institution. THE ZELLE® PAYMENT SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE® PAYMENT SERVICE OR OTHER PAYMENT SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. The term “Zelle® and Other Payment Terms” means these Zelle® and Other Payment Services Additional Terms.
- b. In addition to the Zelle® Payment Service, we provide other payment services under this Agreement. First, these additional services allow you to send money to people if you provide the Eligible Transaction Account information and other contact information for the Receiver; such transactions are not sent via Zelle®. Second, outside Zelle®, we allow you to establish a one-time payment for a payment recipient for which processing shall be initiated at a later specified date up to one (1) year. Third, outside Zelle®, we enable you to establish a recurring series of payments to a payment recipient for which processing shall be initiated on dates you specify. These three payment services and any other payment services that we provide under these Zelle® and Other Payment Terms are referred to as “Other Payment Services” in these Zelle® and Other Payment Terms. Although future-dated payments and recurring payments are outside Zelle®, we may ultimately send those transactions via Zelle® when the applicable date of payment arrives, in which case the applicable payment transaction is part of the Zelle® Payment Service, not the Other Payment Services. The term “Zelle® and Other Payment Services” means the Zelle® Payment Service and the Other Payment Services.
- c. The Zelle® and Other Payment Services enable you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through other locations besides our Site, such as the Zelle® mobile handset application (“Zelle® Standalone Locations”) and if you choose to initiate or receive a payment at a Zelle® Standalone Location you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the “terms of use” for the Zelle® Standalone Locations and applicable laws and regulations, in each case as in effect from time to time. Subject to the terms of this Agreement, the Zelle® and Other Payment Services are generally available 24 hours, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle®’s control. Live customer service generally will be available during the hours of operation of Washington Federal Bank’s customer service.
- d. The Zelle® Payment Service allows for the delivery of payments to Receivers who are also enrolled in the Zelle® Payment Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. The Zelle® and Other Payment Services are not instantaneous. Payment delivery speed may vary based upon the fraud, risk, and other funds availability policy of each financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Zelle® and Other Payments unless the applicable transaction is transmitted through the ACH network. We are only

responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.

## 2. Payment Authorization and Payment Remittance.

- a. When you enroll to use the Zelle® Payment Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle® Payment Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account. In addition to the restrictions set forth in Section 13 of the General Terms, you agree that you will not use the Zelle® and Other Payment Services to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts, or payments otherwise prohibited by law, and you agree that you will not use the Zelle® and Other Payment Services to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Zelle® Payment Service or share your credentials with a third party to use the Zelle® Payment Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney.
- b. This Section 2(b) does not apply to the Zelle® Small Business Service (to the extent made available by us). The Zelle® and Other Payment Services are intended for personal, not business or commercial use. You agree that you will not use the Zelle® and Other Payment Services to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle® and Other Payment Services with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle® Payment Service if we believe that you are using the Zelle® Payment Service for business or commercial purposes, or for any unlawful purpose.
- c. You must provide us with an email address that you regularly use and intend to use regularly (*i.e.*, no disposable email addresses) and a permanent mobile phone number that you intend to use for an extended period of time (*i.e.*, no "burner" numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol. Once enrolled, you may: (i) authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and (ii) receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Payments." If at any time while you are enrolled, you do not send or receive money using the Zelle® Payment Service for a period of 18 consecutive months, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle® Payment Service until you enroll again. Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle®. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle®.
- d. When you enroll with Zelle®, you may establish one or more profiles. Each profile may be linked to only one bank account or debit card, but you may enroll multiple email addresses or mobile phone numbers in each profile. Once you have enrolled an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other profile. By providing us with names and mobile telephone numbers and/or email addresses of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Zelle® Payment Service. By providing us with names, bank account information, and other contact information for Receivers to whom you wish to direct a payment via the Other Payment Services, you authorize us to follow the Payment Instructions that we receive via the Other Payment Services. Once enrolled, you authorize us to credit

your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.

- e. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
- f. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.
- g. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
  1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
  2. The Zelle<sup>®</sup> and Other Payment Services are not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
  3. The payment is refused as described in Section 6 of the Zelle<sup>®</sup> and Other Payment Terms below;
  4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or
  5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.
- h. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Zelle<sup>®</sup> and Other Payment Services (including but not limited to the Payment Instructions and name, telephone number, and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

### **3. Sending Payments.**

- a. You may send money to another User at your initiation or in response to that User's request for money. You understand that use of the Zelle<sup>®</sup> and Other Payment Services by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Financial Institution to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment if the Receiver has not enrolled in Zelle<sup>®</sup>. You agree that

you as a Sender will not hold us liable for any damages resulting from a Receiver not enrolling in Zelle®. For the Zelle® Payment Service, you may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Zelle® Payment Service. As to the Zelle® Payment Service, if the person you sent money to has already enrolled with Zelle®, either in the Zelle® Standalone Locations or with a Network Financial Institution, then the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. Cancellation is addressed more generally in Section 6 (Payment Cancellation, Stop Payment Requests, and Refused Payments) below. You may initiate a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately via Zelle®. Via the Other Payment Services, you may also initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (b) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site.

- b. Payment Instructions initiated to Receivers require you to provide contact information about the Receiver (including an email address and/or mobile telephone number). If the Receiver does not bank at a Network Financial Institution and has not yet enrolled in Zelle®, then the Zelle® Payment Service will contact the Receiver and request that the Receiver (i) provide information so that the identity of the Receiver may be validated at a Zelle® Standalone Location and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a “**Two-Step Transfer**”). If the Receiver maintains an Eligible Transaction Account with a Network Financial Institution and has not yet enrolled in Zelle®, then the Zelle® Payment Service will contact the Receiver regarding enrollment in Zelle® and receipt of payment. If the Receiver has already enrolled in Zelle®, then the Receiver will receive a message regarding your payment.
- c. Via the Other Payment Services, we also support the sending of money to Receivers if you provide the Eligible Transaction Account information for the Receiver and other contact information for the Receiver; such transactions are not sent via Zelle®. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described above in Section 22 of the General Terms (Errors, Questions, and Complaints).
- d. In most cases, when you are sending money to another User using the Zelle® Payment Service, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle®, either via a Zelle® Standalone Location or a Network Financial Institution, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (*i.e.*, email, push notification). We have no control over the actions of other Users, other Network Financial Institutions, or other financial institutions that could delay or prevent your money from being delivered to the intended User.
- e. For the Other Payment Services and those Zelle® Payment Service payments where the Site indicates payment will require more than a Business Day, you understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, you and the Receiver should not expect the payment funds to be transferred into the Receiver’s



Eligible Transaction Account any earlier than the next Business Day after you initiated the Payment Instruction. As part of the Other Payment Services, if you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not enrolled in Zelle®. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.

- f. As to Recipients who have not yet enrolled with Zelle®, you acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or fourteen (14) days have elapsed. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement.

#### **4. Receiving Payments.**

- a. All transfers of money to you shall be performed by a Network Financial Institution per the direction of that Network Financial Institution customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Financial Institution and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your email address, mobile phone number, or Zelle® tag enrolled with the Zelle® Payment Service, you have no ability to stop the transfer. Other Payment Service payments may be cancelled by the Sender as set forth in Section 6 (Payment Cancellation, Stop Payment Requests, and Refused Payments) below. By using the Zelle® Payment Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled. If another person wants to initiate a Payment Instruction (including in response to a Zelle® Payment Request, if applicable) using the Zelle® Payment Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Zelle® Payment Request, he, she, or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Zelle® Payment Service or at a Zelle® Standalone Location. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.
- b. For the Zelle® Payment Service, most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Financial Institutions, we may need or Zelle® may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (*i.e.*, email, push notification). You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account, such as if we have questions regarding possible fraud in connection with the payment. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to

send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may receive Zelle® Payment Requests, from others through the Zelle® Payment Service.

- c. You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

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

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

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

Zelle® Small Business Service Users may not send Zelle® Payment Requests to Users enrolled with Zelle® through Zelle® Standalone Locations.

6. **Payment Cancellation, Stop Payment Requests, and Refused Payments.** This Section only applies to the Other Payment Services and those Zelle® Payment Services transactions that can be cancelled in the limited circumstances set forth in Section 3(a) (Sending Payments) above. Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment

Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting the Client Care Center team at 1-800-324-9375 or 206-624-7930 (outside the U.S.). Please refer to the Consumer Fee Schedule or Business Fee Schedule (as applicable) for a description of our current fees for stop payment requests. Payments not claimed by a Receiver who has not enrolled in Zelle® will be automatically cancelled fourteen (14) days after the processing of the payment begins. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

7. **Consent to Emails and Automated Text Messages.** Section 8 (Text Messages, Calls and/or Emails to You) of the General Terms does not apply to Zelle® Payment Services. By participating as a User, you represent that you are the owner of the email address, mobile phone number, Zelle® tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number, Zelle® tag and/or other alias to send or receive money as described in these Zelle® and Other Payment Terms. You consent to the receipt of emails or text messages from us, from Zelle®, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Zelle® and Other Payment Services or related transfers between Network Financial Institutions and you. You agree that we may, Zelle® may, or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:
- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text, or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees, as message and data rates may apply.
  - b. You will immediately notify us if any email address or mobile number you have enrolled is (i) surrendered by you, or (ii) changed by you.
  - c. In the case of any messages that you may send through either us or Zelle® or that we may send or Zelle® may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle® sends on your behalf may include your name.
  - d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle®, including messages that you may send through us or through Zelle® or that we may send or Zelle® may send on your behalf.
  - e. To cancel text messaging from us, send STOP to 767666. For help or information regarding text messaging, send HELP to 767666 or call our Client Care Center team at 800 324 9375 or 206 624 7930 (outside the U.S.). You expressly consent to receipt of a text message to confirm your "STOP" request.
  - f. Supported Carriers: AT&T, Sprint, T-Mobile, Verizon and others.
  - g. Your phone service provider is not the provider of the Zelle® and Other Payment Services. Users of the Zelle® Payment Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with

using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

- 8. Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Zelle<sup>®</sup> and Other Payment Services. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Zelle<sup>®</sup> and Other Payment Services or Site. Additional fees may apply for Zelle<sup>®</sup> Small Business Service Users enrolled in the Zelle<sup>®</sup> Small Business Service. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as Zelle<sup>®</sup> Payment Requests, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. Please refer to the Consumer Fee Schedule or Business Fee Schedule (as applicable) for a full listing of such fees. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Zelle<sup>®</sup> and Other Payment Services, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient fees in the Eligible Transaction Account.
- 9. Refused Payments.** We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.
- 10. Returned Payments.** In using the Zelle<sup>®</sup> and Other Payment Services, you understand that Receivers may reject Payment Instructions or otherwise return payments only if the Receiver is not enrolled in Zelle<sup>®</sup>. We will use reasonable efforts to complete Payment Instructions initiated through the Zelle<sup>®</sup> Payment Service.
- 11. Consent to Share Personal Information (Including Account Information).** In addition to Section 20 (Information Authorization) of the General Terms, by accepting this Agreement, you consent to our disclosure of your personal information (including bank account information) as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

  - a. As necessary to resolve a problem related to a transfer or payment between you and another User;
  - b. To verify the existence of your bank account, or debit card, as applicable;
  - c. To comply with government agency or court orders;
  - d. To our affiliates, as permitted by law;
  - e. To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
  - f. To comply with inquiries in connection with fraud prevention or any investigation;
  - g. For our general business purposes, including without limitation data analysis and audits; or
  - h. As otherwise permitted by the terms of our Privacy Policy or Zelle<sup>®</sup>'s Privacy Policy (available at <https://www.zellepay.com/privacy-policy>).

- 12. Wireless Operator Data.** In addition to Section 20 (Information Authorization) of the General Terms, you acknowledge that we or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Zelle® Payment Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI), and other subscriber status and device details, if available, to us or our Service Providers, solely to allow verification of your identity and to compare information you have provided to us or to Zelle® with your wireless operator account profile information for the duration of our business relationship. See Zelle®'s Privacy Policy at <https://www.zellepay.com/privacy-policy> for how it treats your data. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.
- 13. Liability.** Subject to our obligations under applicable laws and regulations, neither we nor Zelle® shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle® to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle® shall be liable for any typos or keystroke errors that you may make when using the Zelle® Payment Service. THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS, AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE® TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE® DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).
- 14. Disclaimer of Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE® MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE® PAYMENT SERVICE. ZELLE® EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE® PAYMENT SERVICE DESCRIBED OR PROVIDED. ZELLE® DOES NOT WARRANT THAT THE ZELLE® PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE® PAYMENT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.
- 15. Limitation of Liability.** Section 34 (Limited Liability) of the General Terms does not apply to Zelle® Payment Services. EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS, OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE® PAYMENT SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE® PAYMENT SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE® PAYMENT SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR ZELLE® HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE® PAYMENT SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE® PAYMENT SERVICES.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF OURS, ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS

LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

- 16. Indemnification.** Section 35 (Indemnity) of the General Terms does not apply to Zelle® Payment Services. You acknowledge and agree that you are personally responsible for your conduct while using the Zelle® Payment Service and except as otherwise provided in this Agreement, you agree to indemnify, defend, and hold harmless Zelle®, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages, and costs (including, but not limited to, direct, incidental, consequential, exemplary, and indirect damages), and reasonable attorney's fees, resulting from or arising out of your use, misuse, errors, or inability to use the Zelle® Payment Service, or any violation by you of the terms of this Agreement.
- 17. Use of Our Online Banking Site and/or Mobile App.** You agree to access the Site in compliance with our terms and conditions that we make available elsewhere on the Site, which are incorporated into and made part of this Agreement by this reference.
- 18. Your Liability for Unauthorized Transfers.** Section 16 (Your Liability for Unauthorized Transfers) of the General Terms shall not apply to the Zelle® Payment Service. Immediately following your discovery of an unauthorized Zelle® Payment Service Payment Instruction, you shall communicate with customer care in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. The best way to minimize your loss is to call us immediately. You will have no liability for unauthorized transactions if you notify us within sixty (60) days after your monthly financial institution statement which shows the unauthorized transaction has been sent to you. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

When you give someone your password or other means to access your account through which you access the Zelle® and Other Payment Services, you are authorizing that person to use the Service, and you are responsible for all transactions that person performs while using the Service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Additionally, transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

Note: These liability rules only apply to Eligible Transaction Accounts used for personal, family, and household purposes.

**19. Zelle® Tags; User Profile Content.**

- a. The Zelle® Payment Service may include functionality for uploading photos and other materials or information ("**Content**") as part of your User profile, or otherwise. By enrolling to use the Zelle® Payment Service you grant Zelle® and us, along with our respective subsidiaries, affiliates, and successors a worldwide, non-exclusive, royalty-free, fully-paid, transferable, irrevocable, perpetual, and sub-licensable right to use, reproduce, modify, adapt, publish, prepare derivative works of, distribute, publicly perform, and publicly display your Content throughout the world in any media for any reason, including to provide, promote, and/or incorporate into the Zelle® Payment Service. You retain all rights in your Content, subject to the rights you granted to us and Zelle® in this Agreement. You may modify or remove your Content, but your Content may persist in historical, archived, or cached copies and versions thereof available on or through the Zelle® Payment Service.

- b. **Content Standards.** You agree that you will not upload or provide Content or otherwise post, transmit, distribute, or disseminate through the Zelle® Payment Service any material that: (1) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (2) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (3) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy, or intellectual property; (4) contains corrupted data or any other harmful, disruptive, or destructive files; (5) advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or (6) in Zelle®'s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Zelle® Payment Service, or which may expose us, Zelle®, or our respective Affiliates or customers to harm or liability of any nature.
- c. Although neither we nor Zelle® have any obligation to monitor any Content, both we and Zelle® have absolute discretion to remove Content at any time and for any reason without notice. We and Zelle® may also monitor such Content to detect and prevent fraudulent activity or violations of the Agreement. You understand that by using the Zelle® Payment Service, you may be exposed to Content that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any Content, including any loss or damage to any of your Content. We and Zelle® make no representation or warranty that Content uploaded to a User profile accurately identifies a particular User of the Zelle® Payment Service.
- d. If you believe that Content hosted by, posted on, or accessible through the Zelle® Payment Service uses your name, voice, signature, image, or likeness, or that of your minor child, without your permission and in violation of a legally recognized right of publicity, we encourage you first to contact the user directly about your concerns. If that does not resolve your concerns, you may contact WaFd Bank Customer Service at 1-800-324-9375.
- e. The Zelle® Payment Service may include functionality for you to add a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your "**Zelle® tag.**" You will be limited to one Zelle® tag per bank account, and each Zelle® tag must have one U.S. mobile phone number or email address associated with it. Your Zelle® tag must meet the Content Standards described above. You may not select a Zelle® tag that misleads or deceives other Users of the Zelle® Payment Service as to your identity, or otherwise. Although neither we nor Zelle® have any obligation to monitor User Zelle® tags, both we and Zelle® have absolute discretion to remove a User Zelle® tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® tag in our sole discretion, and we may elect to make a Zelle® tag unavailable to you, without any liability to you. We and Zelle® may also monitor User Zelle® tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle® Payment Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any User Zelle® tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a User Zelle® tag accurately identifies a particular User of the Zelle® Payment Service. We respect the intellectual property of others and require that users of the Zelle® Payment Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Zelle® Payment Service that is subject to intellectual property rights claims.
- 20. Arbitration.** You acknowledge and agree that for any claims or disputes you assert against Zelle® and Early Warning Services, LLC, Zelle® and Early Warning Services, LLC are entitled to enforce Section 29 (Arbitration) of the General Terms against you.

21. **Definitions.** These definitions apply exclusively to this “Zelle® and Other Payment Services Additional Terms” Section of the Agreement.

- **“Network Financial Institutions”** means financial institutions that have partnered with Zelle®.
- **“Receiver”** is a person or business entity that is sent a Payment Instruction through the Zelle® and Other Payment Services.
- **“Requestor”** is a person that requests an individual to initiate a Payment Instruction through the Zelle® Payment Service.
- **“Sender”** is a person or business entity that sends a Payment Instruction through the Zelle® and Other Payment Services.
- **“User”** means you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with Zelle®.
- **“Zelle® Payment Request”** means functionality that allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Zelle® Payment Service.
- **“Zelle® Small Business Service”** means functionality, to the extent made available by us, that enables a small business User to (i) send Zelle® Payment Requests through the Zelle® Payment Service, and (ii) send and receive Payment Instructions through the Zelle® and Other Payment Services. Users that access the Zelle® and Other Payment Services through a business account shall be classified as Zelle® Small Business Service Users. The Zelle® Small Business Service is included in the definition of **“Zelle® Payment Service”**.

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.



## WIRE TRANSFER SERVICE ADDITIONAL TERMS

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- 1. Description of Service.** The term “**Wire Transfer Terms**” means these Wire Transfer Service Additional Terms. Through Online Banking, the wire transfer service (for purposes of these Wire Transfer Terms, and the General Terms as they apply to these Wire Transfer Terms, the “**Service**”) enables you to initiate payment orders for wire transfers from your Eligible Transaction Account to accounts at other financial institutions. Domestic wire transfers are supported at this time; there is no ability to send an international wire through Online Banking.
- 2. General Requirements; Security Procedures.** You agree to use the Service strictly in accordance with any security procedures applicable to the Site and/or Service that we establish from time to time (*e.g.*, usernames, passwords, Voice Activated Banking, etc.). As part of these security procedures, you will be required to first set up “**Voice Activated Banking**” in order to send a wire transfer through the Site. This setup can be completed by phone at 1-800-324-9375 or 206-624-7930 (outside the U.S.), by mail at WaFd Bank, Attn: Client Care Center, 9929 Evergreen Way Everett, WA 98204, by or by visiting your local branch. Each time you initiate a payment order for a wire transfer, the Service will place a call to your phone number set up with Voice Activated Banking. You agree to provide us a valid phone number and email address for Voice Activated Banking. If your phone number or email address changes, you are responsible for informing us of that change. Your Voice Activated Banking will be updated to reflect the changes that you communicate to us with regard to your current phone number and email address.
- 3. Executing Payment Orders.** A payment order will be considered accepted by us when it is executed. We may process payment orders in any order we choose. We may execute each payment order that we receive in your name as sender, provided that you have sufficient funds in your Eligible Transaction Account and the payment order meets the following conditions: (a) the payment order contains any and all information we require from time to time; and (b) the payment order is authorized by you, is binding on you under the laws of agency, or is verified by us in compliance with a security procedure for verifying the authenticity of funds transfer instructions sent to us in your name. No instruction or other restriction limiting our acceptance of a payment order will be effective unless we accept and agree to such instruction or other restriction in writing.
- 4. Debits and Overdrafts.** We may debit your Eligible Transaction Account for any payment order we execute, even if the debit creates or increases an overdraft with regard to your Eligible Transaction Account. Unless we have otherwise agreed with you in writing, we will have no obligation to allow you to incur any overdrafts, even if we have done so in the past. You agree to reimburse us on demand in immediately available funds for any overdraft, including interest, and reasonable attorneys’ fees we incur in collection.
- 5. Rejection of Payment Orders.** We may in our discretion reject a payment order for any reason, including without limitation in the case of insufficient or inconsistent data, questionable authority, suspected fraud or illegal activity, insufficient funds, or setoff claims by us or third party claims against your funds. If we reject or fail to execute a payment order of yours, we will use reasonable efforts to promptly notify you of the rejection orally, electronically, in writing, or using any other method we choose.
- 6. Identifying Number.** If a payment order identifies the beneficiary by both a name and an identifying number or account number, and the name and number identify different persons, execution of the payment order, payment to the beneficiary, or cancellation of the payment order may be made solely on the basis of the account number. Your obligation to pay us the amount of the wire transfer is not excused in such circumstances. Further, if your payment order identifies any financial institution by both name and identifying number, and the number identifies a person different from the financial institution identified by name, any financial institution may rely solely on the identifying number.
- 7. Deadlines.** We maintain a deadline for accepting payment orders through the Service, which we may change from time to time at our discretion. Our current deadline is 3:00 PM Pacific Time. We may treat any payment order we receive after the appropriate deadline on a Business Day as if it were received on-time, or we may

treat it as if it were received at the opening of the next Business Day. Please note that all payment orders are subject to OFAC and fraud reviews, which may also delay processing.

- 8. Cancellation.** You have no right to cancel a payment order after we receive it. However, if we have not already executed the payment order, we will use reasonable efforts to act on a request to cancel the payment order, but we make no guarantee with respect to our ability to do so. If we have already transmitted an outgoing payment order, we will (at your request) ask the receiving financial institution to return funds previously transferred. However, the receiving financial institution may or may not comply with any such request. You agree that we will have no responsibility or liability if your request to cancel a payment order is not effected (or if a receiving financial institution fails to comply with any such request).
- 9. Exclusions.** We will use reasonable efforts to process your payment orders properly. However, we shall incur no liability if we are unable to complete any wire transfer initiated by you because of the existence of any one or more of the following circumstances:

  - a. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the wire transfer or the wire transfer would exceed the credit limit of your overdraft account;
  - b. The Service is not working properly and you know or have been advised by us about the malfunction before you initiate the payment order;
  - c. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account, beneficiary account, or beneficiary bank information; and/or
  - d. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the wire transfer and we have taken reasonable precautions to avoid those circumstances.
- 10. Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Service. Any financial fees associated with your standard deposit accounts will continue to apply. Please refer to the Consumer Fee Schedule or Business Fee Schedule (as applicable) for a full listing of such fees. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct such amounts from your Eligible Transaction Account. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient funds in the Eligible Transaction Account.
- 11. Funds Transfer Systems.** Payment orders (or cancellations of payment orders) may be processed through the funds transfer system of the Federal Reserve Banks ("Fedwire") or any other funds transfer system we choose. Your and our rights and obligations with respect to any payment order, any part of which is carried out through the use of Fedwire, will be governed by applicable law, including without limitation the regulations of the Board of Governors of the Federal Reserve, and the operating circulars of the Federal Reserve Banks. Each payment order (or cancellation of a payment order) carried out through a funds transfer system will be governed by all applicable funds transfer system rules, whether or not we are a member of such system. Our right to reverse, adjust, stop payment, or delay posting of an executed payment order is subject to applicable law.
- 12. Indemnification.** Without limiting your indemnification obligations otherwise set forth in this Agreement, you agree to indemnify, defend, and hold harmless WaFd Bank, its owners, directors, officers, and agents from and against all claims, losses, expenses, damages, and costs (including, but not limited to, direct, incidental, consequential, exemplary, and indirect damages), and reasonable attorney's fees, resulting from or arising out

of: (a) any payment order or wire transfer initiated in violation of these Wire Transfer Terms; (b) any allegation that a payment order violates the rights, title, or interest of any third party, or violates applicable law; (c) any failure by you to keep any security procedures confidential and secure; and/or (d) any attempt by us to cancel or revoke a payment order or wire transfer at your request.