



## BANNER BANK ONLINE AND MOBILE BANKING USER AGREEMENT

We have updated our Banner Bank Online and Mobile Banking User Agreement, with the change listed below, as of August 2023. Please review and accept the updated user agreement.

- *Snapshot Deposit* Personal limits have been changed to \$10,000/month, and the number of checks deposited may not exceed 5/day or 20/month with the ability to request a higher limit on a case-by-case basis. The daily limit remains at \$5,000/day.

If you would like to print a copy of the current agreement, visit [bannerbank.com/terms-and-conditions](https://bannerbank.com/terms-and-conditions).

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

This Online and Mobile Banking User Agreement ("Agreement") governs use of the Banner Bank Online and Mobile Banking ("Service"). As used in this Agreement, the words "we," "our" or "Bank" refer to Banner Bank and the words "you" or "your" refer to Bank customer(s) and their use of the Service. "Device" refers to a computer, smartphone, and/or tablet. "Business day(s)" means Monday through Friday, excluding federal holidays.

### HOW TO CONTACT US

- Visit your local branch any business day
- Phone Customer Service toll-free at 800-272-9933 any business day between 7 am and 7 pm Pacific Time ("PT")
- Use Chat through the Service for general questions any business day between 7 am and 6 pm PT
- Send a secure message through the Service, generally 24/7; we will respond during business hours.
- Write to us at Banner Bank, 10 S 1<sup>st</sup> Ave / PO Box 907, Walla Walla, WA 99362. Attention: Online Banking Customer Service.

**INTRODUCTION:** The Service allows you to access your accounts electronically to view transactions or statements, to transfer funds internally or externally, to make deposits, to communicate with us securely, and to perform other actions as more fully described in this Agreement beginning with the section titled "Online Banking Services." To have access to the Service, you must agree to this Agreement electronically by clicking on the "Accept" button. If you do not consent, or if you withdraw your consent, we will terminate your access to the Service. Some features of the Service require a separate electronic agreement, particularly Consumer and Business Bill Pay, Statements, and Treasury Management Services. Your consent or not to those features will not affect your access to other features of the Service. However, if your access to the Service is terminated, your access to those other features will also be terminated. By clicking the "Accept" button, you acknowledge that you have read this Agreement and you agree to be bound by its terms and conditions. To withdraw your consent or terminate this Agreement, reach out as shown in HOW TO CONTACT US, at the beginning of the Agreement. We will act on your request within three (3) business days.

If you are entering into this Agreement on behalf of a business entity or another individual, you represent and warrant that you are authorized to bind such business entity or individual to these terms. This Agreement is intended to supplement, and not replace, the terms and conditions of the deposit agreements and disclosures for each of your Bank accounts (such as for loans, Bill Payment, Treasury Management Services, etc.), which continue to apply notwithstanding anything to the contrary in this Agreement. If there appears to be a conflict between this Agreement and other agreements with the Bank, the agreement that is most closely related to the product or service in question shall govern the resolution.

You have the right to obtain documents of record available through the Service in paper form by paying the fees described in the applicable [Schedule of Fees](#) available on BannerBank.com:

To request paper documents, please reach out as shown in HOW TO CONTACT US, at the beginning of the Agreement.

**HOURS OF ACCESS:** You may generally access your Bank account(s) through the Service seven days a week, 24 hours a day. However, at certain times, some or all of the Service may not be available due to system maintenance, end of day processing, or other reasons.

**ACCESS:** To use the Service, you must have a Bank account, access to the Internet, a phone number and an email address. When you have accepted this Agreement, you will be able to log in with the Login ID you or your administrator have created. Your first log in requires a secure access code, which will be sent by SMS text or phone call, using information in Bank records. This information will also be used to provide other alerts. Your enrollment gives the Service the right to send the communications to the phone number or email address on file. You have the right to limit the communication to one of the available methods by editing your online profile. You agree that this initial access process and the other security features and procedures described in the sections titled "LOGIN ID / PASSWORD," "DEVICE



SECURITY REQUIREMENTS,” “REGISTER YOUR DEVICE” and “SECURITY” are commercially reasonable security procedures to conduct financial transactions, such as funds transfers and bill payments, through the Service.

This Service may be used to access the Bank accounts for which you are an authorized signer only. We are not obligated to monitor transactions through the Service to determine that they are made on behalf of the account holder. Any special signature restrictions that you may have established with respect to check transactions on your account(s) (e.g., two signatures required, dollar limits on signers, etc.) are not enforceable through the Service. You agree not to make any claims with respect to any such restrictions for transactions processed through the Service and agree to hold the Bank harmless against any loss, liability, or claim, including attorney’s fees and costs, resulting from the processing of any transaction through the Service that does not meet such special signature restrictions.

**LOGIN ID / PASSWORD:** Upon the initial enrollment, you or your administrator will create a Login ID and password, and your chosen password will not be accessible by the Bank. You are responsible for keeping your password, account number(s), and other account information confidential. You also agree to change your password regularly. We strongly recommend you do not authorize any other person to use your password. **Neither Banner Bank nor any of its service providers will ever ask you for your password or your 6-digit secure access code and you should never give it to anyone else.** You understand that authorizing another person to use your password will give that person full access to your account(s) including, without limitation, creating transactions and altering services such as bill pay, etc. Such authorization shall continue to be effective until you have changed your Login ID and/or you have changed your password. If you provide your password or other access information to any other person, the Bank will not be liable for any damage resulting to you. You agree to notify the Bank immediately if you believe another person has improperly obtained your password.

Upon three unsuccessful attempts to use your password, your access to the Service will be suspended. To re-establish your authorization to use the Service, to report that your password may have been lost or stolen, or to report that someone has transferred or may transfer money from your account without your permission, notify us as soon as possible by reaching out as shown in HOW TO CONTACT US, at the beginning of this Agreement.

**DEVICE SECURITY REQUIREMENTS:** You are responsible for the safety, security, and operation of Devices you use to access your account, including the installation and operation of anti-virus software. You are responsible for your browser software, including ensuring that you are using the version supported by the Service and have installed any and all updates. Visit the [bannerbank.com/financial-resources/security/online-banking-security](https://www.bannerbank.com/financial-resources/security/online-banking-security) page for acceptable browsers and operating system versions. The Bank is not responsible for any problems related to any electronic virus that may infect your system. You must have a Device that can support up-to-date security requirements and an attached printer if you wish to maintain hard copies of information, communications, or documents through the Service. The Bank makes no warranties that your Device or software is or will continue to be compatible with the Service. You agree to promptly install any updates, patches, or fixes that we make available via our mobile app for security reasons or otherwise for the proper functioning of the Service.

**REGISTER YOUR DEVICE:** Device registration, using a secure access code, is a feature to provide additional security for the Service. You will have the option to register your Device for one-time only access or for continued use. To register your Device it must be configured to accept secure cookies. Once your Device has been registered, you will be asked to enter your Login ID and password for future logins. If you delete the cookies on your browser, log in from a different Device, re-install the application, or your secure cookie has expired, you will be prompted to obtain a secure access code again to register your Device.

**SECURITY:** Your role in preventing misuse of the Service is extremely important. Examine your statement promptly upon receipt. If you find that your records and the Bank’s records disagree, immediately notify the Bank. In addition to protecting your account information, you agree to take precautions to protect your personal identification information, such as your driver’s license, Social Security Number, etc.

This information by itself or together with information on your account(s) may allow unauthorized access to your account(s). You agree not to leave your Device unattended while logged into the Service and to log off immediately at the completion of each session. You also agree to notify the Bank if someone has transferred or you suspect someone may transfer money from your account(s) without your permission, or if you suspect any type of fraudulent activity on your account(s). Only reveal your account number(s) to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). If you do not maintain security or promptly report unauthorized transactions, you could lose all the money in your Bank account(s), plus your maximum overdraft line of credit, if applicable. Unless otherwise required by law, the Bank will not be responsible for losses that may occur.



**BUSINESS USER ADMINISTRATION:** The first authorized signer on a business account who enrolls in Business Online Banking is the “Administrator.” The Administrator is given rights within Business Online Banking to add or remove other users (“sub-users”) and to modify sub-user access rights including the features, functionality, and accounts the sub-user has access to. Examples of features that may be added to or restricted for sub-users include but are not limited to transfers & payment services, Snapshot Deposit™, Business Bill Pay, check reorder, stop payments, credit card accounts, the ability to open a new account online, and access to statements. The Bank may communicate with any sub-user based on the contact information and access rights provided to the sub-user.

**ACCOUNT BALANCES AND TRANSACTION HISTORIES:** You can obtain balances and transaction histories on all eligible accounts. The balances in your accounts may change at any time as we process items and fees against your accounts. These changes may occur as a result of real time posting of transactions such as Debit Card transactions or as a result of the Bank’s end of day processing. Current balance and activity information is available the morning following the previous day’s business.

**MOBILE BANKING:** All forms of Mobile Banking (Web, App, & Text) require Online Banking Enrollment. Information regarding smartphone apps is available on [bannerbank.com/personal/personal-online-banking/mobile-banking](https://bannerbank.com/personal/personal-online-banking/mobile-banking). Set-up details for Mobile Text Banking are available on [bannerbank.com/personal/personal-online-banking/text-banking](https://bannerbank.com/personal/personal-online-banking/text-banking). In order to access and use the Service through a mobile device, you must have a smartphone or other device that you are authorized to use that can send and receive information, can download information, has SMS text capability, and has Internet access.

The Service through a mobile device may not be available through all mobile service providers, and some smartphones and other wireless devices may not be supported. The technical standards required to send and receive information, including SMS text capability and access to the Internet, may vary among the types of devices and telecommunications providers that support Mobile Banking, and may be updated from time to time by the providers. Standard rates may apply for data usage and text messaging. Rates are determined by your service provider and are your sole responsibility. You are responsible for satisfying any technical standards required by your service providers.

You understand and agree that the telecommunication providers may modify the supported devices and/or the technical standards at any time, without prior notice, and Banner Bank shall not be liable to you for your failure to access or use the Service due to any such modifications.

You accept responsibility for making sure that you understand how to use the Service through a mobile device before you actually do so and that you always use the Service in accordance with any online instructions posted on [bannerbank.com](https://bannerbank.com). You are solely responsible for maintaining your Device and its compatibility with the Service and for making sure that you know how to properly use your Device. The Bank may change the Service from time to time. In the event of such changes or upgrades, you are responsible for making sure that you understand how to use the Service as changed or updated.

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on the specific fees and charges.

You agree not to access or use the Service from locations outside of the United States, Canada, or Mexico. The Mobile Banking App is available only by download from the Apple App Store or Google Play Store, depending on your Device.

The following are services available using Banner Mobile Banking only:

- **SNAPSHOT DEPOSIT™:** The Snapshot Deposit™ service allows you to deposit checks to your checking or savings accounts by photographing the check(s) and deposit slip and delivering the images to the Bank. By using Snapshot Deposit™, you agree:
  - to deposit only "checks" as defined in Federal Reserve Board Regulation CC (12 CFR § 229.2) and are not impermissible under this Agreement.
  - each submitted check image shall be deemed an "item" within the meaning of Article 4 of the applicable Uniform Commercial Code.
  - to restrictively endorse each deposited item with the signature(s) of each payee followed by “For Banner Bank Mobile Deposit Only.”
  - to retain and safeguard each original deposited check for seven (7) to thirty (30) calendar days after deposit, and then to securely and irretrievably destroy it.
  - to accept the risk that an item may be intercepted or misdirected during transmission. We are not liable to you or others for any such intercepted or misdirected items or information disclosed through such errors.



- to follow any and all other procedures and instructions for use of Snapshot Deposit™ as we may establish from time to time.

You agree to NOT deposit any of the following impermissible items:

- third-party checks - originally payable to any person or entity other than the owner of the account into which the check is being deposited;
- altered checks – payee, amount or date;
- joint- or multiple-payee checks (whether “or,” “and” or lacking either), unless deposited into an account in the name of all payees;
- International Checks – any check originating outside the USA;
- Remotely Created Checks – lacking the drawer’s signature (whether paper or electronic); or
- Any check you know, should know or reasonably should have known was counterfeit, stolen, or fraudulent

We reserve the right to: (a) reject any item transmitted through Snapshot Deposit™, at our discretion; and (b) charge back to your account at any time any impermissible item; you agree that we are not liable for any loss, costs, or fees you may incur as a result of our chargeback of an impermissible item.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays.

If an image of an item you transmit through Snapshot Deposit™ is received **and accepted** before 6:00 p.m. (PT) on a business day, we will consider that business day to be the day of your deposit. However, if your Snapshot Deposit™ is received **or accepted** after 6:00 p.m. (PT) on a business day, or on a day we are not open, we will consider the deposit made on the next business day. We will confirm **acceptance** of your deposit via email.

Funds deposited using Snapshot Deposit™ will generally be made available the first business day after the day of deposit; however, availability of funds deposited may be delayed for a longer period under certain circumstances. Please contact us for additional information regarding the Bank’s Funds Availability Policy.

The following deposit limits apply to all Snapshot Deposits™ for all accounts linked to your Online Banking Services Login ID:

- (a) for **Personal** Online/Mobile Banking, deposits may not exceed \$5,000/day or \$10,000/month, and the number of checks deposited may not exceed 5/day or 20/month; and
- (b) for **Business** Online/Mobile Banking, deposits may not exceed \$10,000/day or \$30,000/month, and the number of checks deposited may not exceed 10/day or 30/month.

Higher limits may be requested by secure email within Online or Mobile Banking or by phone to 1-800-272-9933 and are subject to Bank approval. If a deposit is made after the 6:00 p.m. (PT) cut-off time, it will count toward the applicable limit for the next day. We may change your deposit limits at any time. Any decrease will be subject to notice, as required by law. We may reduce your limits without prior notice if an immediate change is necessary to maintain the security of the Service.

The manner in which the items are cleared, presented for payment, and collected shall be at our sole discretion subject to the Banner Bank Deposit Account Agreement governing your account.

The image of an item transmitted to the Bank using Snapshot Deposit™ must be legible, as determined in our sole discretion. The image quality must also comply with the requirements established from time to time by the American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association. You warrant to the Bank that:

- You will not transmit duplicate items;
- You will not re-deposit or re-present an original item;
- You will not transmit, negotiate, cash or deposit an original item (or its copy) with any other entity;
- You are not aware of any factor which may impair the collectability of the item;
- All information you provide to Banner Bank is accurate and true; and
- You will comply with this Agreement and all applicable rules, laws and regulations.

If you believe you may have deposited a check more than once, please contact us as soon as possible as shown in HOW TO CONTACT US at the beginning of the Agreement.

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost to us, any originals or



copies of items deposited through Snapshot Deposit™ in your possession and your records relating to such items and transmissions.

**TRANSFERS & PAYMENT SERVICES:** The following are transfer and payment services available for use with Banner Online/Mobile Banking:

- **INTERNAL TRANSFERS:** An internal transfer of funds between your Bank accounts is internally memo-posted to your account at the time of the transfer, and we will make funds available to you at that time. However, the funds will not show on your transaction history until the next business day if the internal transfer is made after 8:00 p.m. (PT) on any business day or on a Saturday, Sunday, or federal holiday. Internal transfers are final once successfully processed and cannot be cancelled or deleted.
- **LOAN PAYMENTS:** A loan payment from your Bank accounts to your loan accounts will not show on your transaction history until the next business day. Loan payments are final once successfully processed and cannot be cancelled or deleted.
- **EXTERNAL TRANSFERS:** External transfers are only available for Personal Online/Mobile Banking. External transfers can be used to initiate a funds transfer to or from your Banner Bank account(s) and account(s) you are authorized to transact on at another domestic financial institution.

We will send two small deposits followed by equal withdrawals to the external account you set up for your verification. You must be able to verify the amounts deposited prior to processing transfers to or from any external accounts. An external transfer must be submitted using the Service prior to the Bank's 5:00 p.m. (PT) cut-off in order to be processed the same business day. External transfers can only be processed on business days. Any future dated or recurring external transfers will process on the next business day, which may be following a weekend or holiday. The posting time for external transfers is governed by the Automated Clearing House (ACH) Rules.

The following external transfer limits (including incoming and outgoing transfers) apply to all external transfers for all accounts linked to your Online Banking Services Login ID: The dollar limit is \$2,500/day and \$25,000/month. The volume limit is 20/day and 400/month. Higher limits may be requested by secure message within Online or Mobile Banking or by phone to 1-800-272-9933 and are subject to Bank approval. If an external transfer is made after the 5:00 p.m. (PT) cut-off time, it will count toward the applicable limit for the next day. We may change external transfer limits at any time. Any decrease will be subject to notice, as required by law, but you acknowledge that we may reduce limits without prior notice if an immediate change is necessary to maintain the security of an account or system. Each outbound external transfer is subject to a \$2 fee, which may change at any time.

- **BANNER PERSON-TO-PERSON (P2P) PAYMENTS:** Banner Person-to-Person Payments are available only for Personal Online/Mobile Banking. Banner P2P can be used to send money to another Banner client using their Banner-registered email address and the last 4 digits of their Banner account number.

A transfer of funds from your Banner Bank account is internally memo-posted to your account at the time of the transfer, and we will make funds available to the other Banner client at that time. However, the payment will not show on your transaction history until the next business day if the transfer is made after 8:00 p.m. (PT) on any business day or on a Saturday, Sunday or federal holiday. Internal transfers are final once successfully processed and cannot be cancelled or deleted.

- **ZELLE PERSON-TO-PERSON (P2P) PAYMENTS:** Zelle is available only for Personal Online and Mobile Banking. The Zelle Person-to-Person payments service is available after you log in to online or mobile banking and upon acceptance of the Zelle Terms and Conditions. Zelle P2P can be used to send or request money to/from someone you know and trust, using the recipient's email or mobile phone number, and is posted within seconds to their account if they are registered users of Zelle. Recipient accounts can be with any participating domestic Zelle financial institution, or using the stand-alone Zelle app.

Zelle P2P transfer limits apply to all Zelle transfers for an individual Zelle user. Zelle transfers cannot exceed \$1,000/day, \$2,500/week or \$5,000/month. Higher limits are available by request.

Detailed information on usage for this service can be found in the [Zelle Terms and Conditions](#).

- **BILL PAYMENT:** Bill Payment is available through the Online or Mobile Banking Service, after you log in and upon enrollment and acceptance of Bill Payment Terms and Conditions. Bill Pay can be used to establish your



billers payees in one convenient dashboard to remit payments on a single or recurring schedule. You control when and how you pay your bills with the ability to view past payment history for all your billers. Detailed information on usage and limits for this service can be found in the [Bill Payment Terms and Conditions](#).

- **PAY-A-PERSON PAYMENTS:** Pay-a-Person is available through the Bill Pay Service, after you log in and upon enrollment and acceptance of the Bill Payment Terms and Conditions. Pay-a-Person can be used to establish an individual as one of your payees within Bill Pay to send money using their email or routing and account number at another financial institution. Detailed information on usage and limits for this service can be found in the [Bill Payment Terms and Conditions](#).

You agree to have sufficient funds in your funding account on the processing day of the transfer or payment. The Bank reserves the right to place a hold on funds in order to ensure availability. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires. If a transfer results in the funding account becoming overdrawn, you authorize us to debit the funds necessary to cover the transfer and any fees that may be a result of the overdraft from your other bank account(s) with Banner Bank, including any you are a joint signer on.

**OTHER ACCOUNT SERVICES:** The following are account services available for use with Banner Online/Mobile Banking:

- **DEBIT CARD CONTROLS:** The Debit Card Controls service is available after you log in to online or mobile banking, and upon acceptance of the BANNER BANK DEBIT CARD CONTROLS SERVICE TERMS OF USE and PRIVACY POLICY SUPPLEMENT FOR THE BANNER BANK DEBIT CARD CONTROLS SERVICE. The Debit Card Controls service is offered by Banner Bank for use by its debit cardholders to initiate certain debit card related activities as described within the terms of use.
- **SECURE MESSAGING:** The Service provides secure messaging so you can ask questions about your account(s), the Service, and for general feedback. Secure messaging is accessible after you log into the Service. Please be aware that general or public email transmissions are not secure. Therefore, to ensure the security of your account information, you are required to use the Service's secure messaging when asking specific questions about your account(s).

Email cannot be used to initiate transactions on your account(s). For banking transactions, you must use the appropriate functions within the Service, call your local branch or contact us toll free any business day between 7:00 a.m. and 7:00 p.m. (PT) at (800) 272-9933.

- **CHAT:** The Service provides Chat so you can ask questions about your account(s), the Service, and for general feedback. Chat is accessible after you log in to the Service. Chat is available any business day from 7:00 a.m. to 6:00 p.m. (PT).
- **ACCOUNT STATEMENTS:** Transfers to and from your accounts using the Service will appear on your periodic statements. Managing delivery options for periodic statements is available through the Service subject to technological standards and acceptance of eStatement Terms and Conditions.
- **CHECK STOP PAYMENTS:** Stop payments can be placed on checks, including Bill Pay checks, that have not yet been presented for payment, using the Service. For assistance with electronic Bill Payments, internal or external transfers, ACH payments or debit card transactions, please reach out as shown in HOW TO CONTACT US, at the beginning of the Agreement. Only stop payments on single checks can be placed through the Service. Stop payment requests must contain accurate information including the Banner Bank account number, check number, payee name, and amount. Stop payments placed using the Service will be subject to applicable fees as outlined in the [Schedule of Fees](#) disclosure. Stop payments cannot be revoked using the Service. To revoke a stop payment, you will need to notify us as described above.

#### **OTHER:**

- A. The Bank is not responsible for translating this Agreement or any information contained within the Service to any other language and we are not responsible for the accuracy of any third-party translating services.
- B. This Agreement will be governed by and interpreted in accordance with federal laws and regulations, or to the extent there is no applicable Federal law or regulation, by the laws of the state where you opened your deposit account(s).

- C. The Service may provide links to third party websites without endorsing the accuracy or safety of the third-party service, and the Bank disclaims all liability for any linked sites or their content. It is important for you to take necessary precautions to ensure appropriate safety from viruses, worms, Trojan horses, and other potentially destructive items. When visiting external websites, you should review those websites' terms of use and privacy policies to learn more about how they collect and use any personally identifiable information.
- D. The Bank reserves the right to employ cookie technology as a prerequisite for your use of the Service. Not allowing cookies may prevent the Service from functioning as intended.
- E. You are responsible for the accuracy of your data entry and use of the Service when accessing accounts and conducting transactions. The Bank is not liable for errors caused by your misuse or error. This includes any error caused by "pre-filling" or automated entry done on your behalf by the Device or Service.
- F. The Bank shall not be liable for any failure to perform its obligations under this Agreement due to the occurrence of an event beyond our control (including without limitation as fire, flood, power outage, acts of God, government or civil authority, civil or labor disturbance, war, riots, or the failure of our service providers to perform).

**SERVICE LIMITATIONS:** It is important that you understand the limitations of the Service, including but not limited to the following:

The balances in your accounts may change at any time as we process items and fees against your accounts. There may be technical or other difficulties related to the Service. These difficulties may result in loss of data, loss of personalized settings, or other service interruptions. Neither the Bank nor its third-party service providers assume any responsibility for: (i) the timeliness, deletion, or mis-delivery of any user data; (ii) failure to store user data, communications, or personalized settings in connection with your use of the Service; or (iii) the delivery or the accuracy of any information requested or provided through the Service.

Neither we nor any of our service providers assume responsibility for the operation, security, functionality, or availability of any Device or network which you utilize to access the Service, nor do we guarantee that you will have continuous or uninterrupted access to the Service. We are not responsible for any delay, failure, or error in the transmission or content of information provided through the Service. Neither we nor any of our service providers or affiliates will be liable for damages arising from the non-delivery, delayed delivery, or improper delivery of any information through the Service, from any inaccurate information provided through the Service, from your use of or reliance on any information provided through the Service, or from your inability to access the Service.

We will not be liable to you for any losses caused by your failure to properly use the Service or your Device. We reserve the right to refuse to make any transaction you request through the Service for any reason. You agree and understand that the Service may not be accessible or may have limited utility over some cellular networks, such as while roaming.

Financial information obtained through the Service (including, without limitation, any text message alerts) reflects the most recent account information available to us and may not be accurate or current. You agree that the Bank and our service providers will not be liable for any errors or delays in the content, or for any actions taken in reliance thereon. Certain features and functions available through Online Banking may not be available using Mobile Banking and vice versa.

**OVERDRAFTS:** If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, preauthorized transactions, transfers through the Service, Bill Payments, etc.) requested for a given business day, then certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority, and the electronic funds transfers initiated scheduled through the Service may result in overdrawing your account and/or may, at the Bank's discretion and without prior notification to you, be canceled.

In addition, all overdraft charges that apply will be debited from your account. You also authorize the Bank to charge any or all of your accounts to cover uncollected funds or overdrafts in your designated account(s).

**POSTING ORDER OF ITEMS PRESENTED:** Banner Bank's policy regarding posting order of items is disclosed in the Deposit Account Agreement (provided at the time of opening your account). This is also available at [bannerbank.com/financial-resources/terms-and-tips](http://bannerbank.com/financial-resources/terms-and-tips), or a request to have a copy mailed can be made by calling 1-800-272-9933. The order in which items appear online does not necessarily reflect the order in which they post. **CHANGE-IN-TERMS:** We reserve the right to change any terms or conditions described in this Agreement. Notification of such changes will be posted or sent at least thirty (30) days in advance of the effective date of any adverse change to you for this Service, such as for transactions, fees, limits on the type, amount, or frequency of transactions, or increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the Service. If such a change is made for security reasons and it can be disclosed without jeopardizing the ongoing security of



the system, or for changes that are not adverse to you, we will provide you with written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the account(s) to which these changes relate or your use of the Service.

**YOUR RIGHT TO TERMINATE:** You may cancel the Service at any time by providing us with written notice via postal mail, chat or secure message through the Service. Within three (3) business days of receiving instructions, we will suspend your access to the Service. You will remain responsible for all outstanding fees incurred prior to our receiving and processing your cancellation. You may also cancel the Service by contacting us at (800) 272-9933, or sending cancellation instructions in writing to Banner Bank 10 S 1<sup>st</sup> Ave / PO Box 907, Walla Walla, WA 99362 Attention: Online Banking Customer Service.

**OUR RIGHT TO TERMINATE OR SUSPEND:** We may cancel, suspend, or limit your access to the Service at any time, without prior notice and for any reason, including if you do not access your Bank account(s) through the Service for three months. Reinstatement is at the Bank's discretion.

**THIRD PARTY FEES:** This Agreement does not change any agreement you may have with any unaffiliated service providers (e.g., mobile service or Internet provider). Your agreements with such providers may have fees, limitations or restrictions which might impact your use of the Service (for example, data usage or text message charges); you are solely responsible for all such fees, limitations, or restrictions. Therefore, please resolve any problems with your service providers directly - without involving the Bank.

**PROPRIETARY RIGHTS:** You are permitted to use content delivered to you through the Service only in connection with your proper use of the Service. You may not copy, reproduce, distribute, or create derivative works from this content.

You agree not to use the Service or the content or information delivered in any way that: (i) infringes any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Service software; (ii) is fraudulent or involves the sale of counterfeit or stolen items; (iii) violates any law, statute, ordinance or regulation (such as export control, consumer protection, unfair competition, anti-discrimination or false advertising); (iv) is false, misleading or inaccurate; (v) creates liability for us, our affiliates or service providers, or causes us to lose (in whole or in part) the services of any of our service providers; (vi) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (vii) may be perceived as illegal, offensive, or objectionable; (viii) interferes with or disrupts computer networks connected to the Service or the use of the Service by any other user; (ix) results in unauthorized entry or access to the computer systems or networks of others; (x) sends unsolicited electronic mail messages (also known as spam); or (xi) impersonates another person or entity.

The Service is for your use only. You may not resell or make commercial use of the Service. You agree to comply with all applicable laws, rules, and regulations in connection with the Service.

#### **YOUR PRIVACY:**

- A. You agree that the Bank may collect information about you and your Device, system, and application software in connection with offering and operating the Service and to enhance your experience when using the Service in accordance with our privacy statement. Our privacy statement is available at [bannerbank.com/privacy-policy](https://www.bannerbank.com/privacy-policy).
- B. The Bank maintains the right to contact you via your Device as a means to relay important account information or information about the use of the Service for as long as you are enrolled.

**THIRD-PARTY BENEFICIARIES:** You agree that our service providers (including any provider of the Service software) may rely upon your agreements and representations in this Agreement, and such service providers are third party beneficiaries of such agreements and representations, with the power to enforce those provisions against you, as applicable and as the circumstances or context may require. **WARRANTY DISCLAIMER:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, BANK DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. BANNER BANK MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY THIRD-PARTY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF THE SERVICE, THAT THE SERVICE WILL OPERATE WITHOUT ERRORS OR THAT THE SERVICE WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BANK IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OF DATA THAT RESULTS FROM THE





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**DISCLAIMER OF CONSEQUENTIAL DAMAGES:** IN NO EVENT WILL BANK, OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, SUCCESSORS OR ASSIGNS, NOR ANY PARTY INVOLVED IN THE CREATION, PRODUCTION OR TRANSMISSION OF THE SERVICE, BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

**LIMITATION OF LIABILITY:** EXCEPT AS SPECIFIED ABOVE OR AS MAY OTHERWISE BE PROVIDED BY LAW, OUR MAXIMUM CUMULATIVE LIABILITY TO YOU FOR CLAIMS UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES YOU PAID FOR THE SERVICE DURING THE 12 MONTHS PRECEDING THE EVENT FROM WHICH THE CLAIM AROSE.

**CONSENT TO ELECTRONIC DELIVERY OF NOTICES:** BY ACCEPTING BELOW OR BY OTHERWISE USING THE SERVICE, YOU ALSO AGREE THAT ANY AND ALL DISCLOSURES AND COMMUNICATIONS REGARDING THE SERVICE BETWEEN YOU AND US, INCLUDING THIS AGREEMENT, MAY BE MADE ELECTRONICALLY BY POSTING TO OUR WEB SITE IN ACCORDANCE WITH APPLICABLE LAW. ANY ELECTRONIC DISCLOSURE OR COMMUNICATION WE MAKE WILL BE CONSIDERED MADE WHEN TRANSMITTED, AND ANY DISCLOSURE OR COMMUNICATION WE MAKE BY POSTING TO OUR WEB SITE WILL BE CONSIDERED MADE WHEN POSTED. THIS CONSENT DOES NOT AUTOMATICALLY ENROLL YOU IN OTHER SERVICES THAT ARE AVAILABLE THROUGH ONLINE BANKING (e.g., paperless statements or Bill Payment). THIS CONSENT DOES, HOWEVER, INCLUDE YOUR ACCEPTANCE OF AGREEMENTS AND COMMUNICATIONS WHEN YOU ENROLL IN AND USE SUCH SERVICES. WITH RESPECT TO THIS SERVICE, YOU MAY NOT OPT OUT OF RECEIVING DISCLOSURES AND COMMUNICATIONS IN AN ELECTRONIC FORM WITHOUT TERMINATING THE SERVICE AS PROVIDED ABOVE. IF YOU WISH TO RECEIVE A PAPER COPY, YOU MUST HAVE A PRINTER CONNECTED TO YOUR COMPUTER AND APPROPRIATE SOFTWARE INSTALLED TO PRINT SUCH ITEMS.

**INDEMNITY:** YOU AGREE TO INDEMNIFY, HOLD HARMLESS, AND DEFEND US, OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS AND SERVICE PROVIDERS FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, LIABILITY, DAMAGES, EXPENSES AND COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES) CAUSED BY OR ARISING FROM YOUR BREACH OF YOUR OBLIGATIONS OR REPRESENTATIONS UNDER THIS AGREEMENT, UNLESS PRIMARILY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

## ELECTRONIC FUND TRANSFER – Consumer Accounts:

### ***Your Rights & Responsibilities for Online or Mobile Banking***

The full *Electronic Fund Transfer* disclosure, provided at the time of opening your account, outlines the types of electronic transactions we are capable of handling for consumers, some of which may not have applied to your account. As part of our policy of issuing a new electronic access device for your account, this modified disclosure outlines the specific elements of the full Electronic Fund Transfer disclosure applicable to Online or Mobile Banking activity. Please read this disclosure carefully because it reminds you of your rights and obligations for Online or Mobile Banking transactions. You should keep this notice for future reference.

## FINANCIAL INSTITUTION'S LIABILITY:

### ***Liability for Failure to Make Transfers***

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses and damages. However, there are some exceptions.

We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer;
- If the transfer would go over the credit limit on your overdraft line;
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; or
- There may be other exceptions stated in our agreement with you.

**CONFIDENTIALITY:** We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders; or
- If you give us your written permission.

Refer to Banner Bank's Privacy Policy located at [bannerbank.com/privacy-policy](https://www.bannerbank.com/privacy-policy).

**PERIODIC STATEMENTS:** You will get a monthly account statement (unless there are no transfers in a particular month. In any case you will get the statement at least quarterly.)

## PREAUTHORIZED PAYMENTS:

- **Right to stop payment and procedure for doing so.** If you told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call or write us at the telephone number and address listed in this disclosure, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Stop payments placed using the Service will be subject to applicable fees as outlined in the Schedule of Fees disclosure.
- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

