

## **ONLINE BANKING SERVICE**

This Online Banking Enrollment Agreement ("Agreement") governs use of the Banner Bank Online Banking Service ("Service"). As used in this document, the words "you" or "your" refer to Bank customer(s) and their use of the Service. The words "we," "our" or "Bank" refer to Banner Bank.

**INTRODUCTION:** By using the Service, you agree to the terms and conditions of this Agreement. The terms and conditions of the deposit agreements and disclosures for each of your Bank accounts as well as any other agreements with Bank (such as for loans, bill payment, Treasury Management, etc.) continue to apply notwithstanding anything to the contrary in this Agreement. 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). By accepting below or otherwise using the Service, you agree to use the Service only for bona fide and lawful purposes permitted under this Agreement.

**INTERNET BROWSER REQUIREMENT & EQUIPMENT:** For your privacy and protection, Bank requires your browser to support 128-bit encryption. If you do not know how your browser is set, please contact your browser supplier and ask them for instructions on setting your browser for 128-bit encryption. Links to Microsoft Internet Explorer and Firefox download sites are provided on the login page for the Service. You are responsible for the installation, maintenance, and operation of your computer and your browser software. The risk of error, failure, or non-performance is your personal risk and includes, but is not limited to, the risk that you do not operate your computer, the Service, or your software properly. Bank is not responsible for any problems related to any electronic virus that may infect your system. You must have a computer which can handle the browser requirement above and an attached printer if you wish to maintain hard copies of information, communications or documents through the Service. Bank makes no warranty to you regarding your computer or your software.

**ACCESS –** To use this Service, you must have a Bank account and access to the Internet. When you have accepted this Agreement, you will be able to login with the User ID you have created and you will be required to receive a Secure Access Code to perform your First-time Login, provided that all of the information you have entered in the enrollment form(s) matches what we have on file. E-mail is provided, so you can ask questions about your account(s) and for general feedback. E-mail is accessible after you login to the Service. Please be aware that general or public e-mail transmissions are not secure. Therefore, to ensure the security of your account information, you are required to use the Service's secure e-mail when asking specific questions about your account(s). E-mail cannot be used to initiate transactions on your account(s). For banking transactions, you must use the appropriate functions within the Service or call your local branch office.

Any special signature restrictions which 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.

**SERVICES:** With the Service, you can manage your personal, sole proprietor, or small business account(s) from your home or office on your personal computer. You can use the Service to view account balances and transaction histories, transfer money between your accounts, (as noted in the applicable account deposit agreement and disclosure statement), communicate directly with us through e-mail, or pay bills (when you enroll for Bill Payment).

**HOURS OF ACCESS:** You can access your Bank account(s) through this 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 or other problems.

**USER ID / PASSWORD:** Upon the initial enrollment, your User ID and Password will be determined by you, and your chosen Password will not be accessible by 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. If you do authorize any other person to use your password, such authorization shall be unlimited and will include, without limitation, any transaction, instruction or change made through the Service. Such authorization shall continue to be effective until (1) you have revoked such authorization; (2) you have changed your password; (3) you have provided us with written notice of such revocation; and (4) we have had a reasonable opportunity to act on such notice.

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, immediately notify any Bank office or Customer Service at (800)272-9933 Toll Free; Office hours are from 7:30 a.m. (PT) to 5:30 p.m. (PT) Monday – Thursday, 7:30 a.m. (PT) to 6:00 pm (PT) Friday.

**REGISTER YOUR BROWSER:** Browser registration is a feature to provide additional security for your online banking account. To activate your computer, we will place a Secure Cookie in your browser. Your PC must be configured to accept cookies from our site. You will have the option to activate your computer for one-time only access or for later use. Once your PC has been activated, you will be asked to enter your User ID and password for future logins. If you delete the cookies on your browser, log in from a different computer, or your cookie has expired, you will be prompted to obtain a secure access code again to register your browser.

**SECURITY:** Your role in preventing misuse of your account(s) is extremely important. Examine your statement promptly upon receipt. If you find that your records and Bank's records disagree, immediately call Customer Service or any Bank branch. 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 to notify Bank immediately if you believe another person has improperly obtained your password. You also agree to notify 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, Bank will not be responsible for losses that may occur.

**FEES & CHARGES:** There are currently no fees for accessing your account(s) through the Service, but there may be charges for selected services, such as Treasury Management. Please see the agreements associated with such services for those fees. You agree to promptly pay all fees and charges for services provided in connection with this Agreement and authorize us to charge your designated account or any of your accounts when fees or charges are due. If you close your designated account, you must notify Bank and identify a new payment account. Additionally, if you close all Bank accounts, you must notify Bank to cancel the Service. You agree to be responsible for any telephone charges or other out-of-pocket expenses you may incur related to this Service.

**POSTING OF INTERNAL TRANSFERS:** An internal transfer of funds between your accounts initiated through this Service is internally memo-posted to your account at the time of the transfer and 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 after 8:00 p.m. Pacific Time on any business day or on a Saturday, Sunday or Bank holiday.

**LIMITS ON AMOUNTS AND FREQUENCY OF SYSTEM TRANSACTIONS:** The number of transfers from Bank accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and

disclosure for those accounts. 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.

**OBTAINING ACCOUNT BALANCES AND TRANSACTION HISTORIES:** You can obtain balances and transaction histories on all eligible accounts. Current balance and activity information is available the morning following the previous day's business.

**POSTING OF EXTERNAL TRANSFERS:** There may be limitations set by the Bank for the frequency and amount of External Transfers. The posting time for External Transfers is governed by the Automated Clearing House (ACH) guidelines.

**OVERDRAFTS –** If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, pre-authorized 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 through the Service may result in overdrawing your account and/or may, at 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 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 Terms and Conditions of Your Account. The order in which items appear on-line does not necessarily reflect the order in which the items ultimately were posted.

**PERIODIC STATEMENTS:** You will not receive a separate System statement. Transfers to and from your accounts using the System will appear on the respective periodic paper statements (and electronic copies of those statements) for your Bank accounts.

**CHANGES IN TERMS:** We reserve the right to change any terms or conditions described in this Agreement. Notification 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 system. If such a change is made for security reasons and it can be disclosed without jeopardizing the on-going 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) or service(s) to which these changes relate.

**YOUR RIGHT TO TERMINATE:** You may cancel the Service at any time by providing us with written notice via postal mail, secure email through the Service or fax. 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 Customer Service 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 or suspend your access to the Service at any time, without prior notice and for any reason. After cancellation or suspension, online Banking services may be reinstated at Bank's discretion. To reinstate your service, call Customer Service at (800) 272-9933. If you do not access your Bank account(s) through the Service for three months, we may also disconnect your service without notice.

**COMMUNICATIONS WITH US**

Telephone – You can contact us by telephone at (800) 272-9933 Toll Free; Office hours are from 7:30 a.m. (PT) to 5:30 p.m. (PT) Monday – Thursday, 7:30 a.m. (PT) to 6:00 p.m. (PT) Friday.

Facsimile – You can contact us by fax at (509) 526-1553.

Secure email – You may contact us by using the secure Bank Mail function through the Service.

Postal Mail – You can 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.

In Person – You may visit us at any of our branches.

## **ELECTRONIC FUND TRANSFERS - YOUR RIGHTS AND RESPONSIBILITIES**

For accounts primarily intended for consumer, household or family purposes, indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Funds Transfers Initiated By Third Parties - You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearinghouse (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic funds transfers. Examples of these transfers include, but are not limited to:

- Preauthorized credits - You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- Preauthorized payments - You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- Bill Payment - You may make arrangements to pay certain bills from your checking or savings account(s) through the internet at our website, [www.bannerbank.com](http://www.bannerbank.com).
- Electronic check conversion - You may authorize a merchant or other payee to make a one-time electronic payment from your checking or money market account using information from your check to: (i) pay for purchases or (ii) pay bills.
- Electronic returned check charge - Some merchants or service providers will initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Bank-By-Phone Telephone Transfers - types of transfers - You may access your account by telephone 24 hours a day by calling 1-800-527-6435 using your personal access code, a touch tone phone, and your account numbers, to:

- Transfer funds from checking to checking or from checking to savings;
- Transfer funds from savings to checking or from savings to savings;
- Make payments from checking or savings to loan accounts with us;
- Get information about:
  - The account balance of checking accounts;
  - The last five deposits to checking accounts, on current statement;
  - The last five withdrawals from checking accounts, on current statement;
  - The account balance of savings accounts;
  - The last five deposits to savings accounts, on current statement;
  - The last five withdrawals from savings accounts, on current statement.

Disclaimer of Warranty and Limitations of Liability - We do not and cannot warrant that telephone banking will operate without errors or that any or all telephone banking services will be available and operational at all times.

Online Banking – types of transfers – You may access your account(s) using Online Banking through the Internet to:

- Transfer funds from savings to checking account(s);
- Transfer funds from checking to savings account(s);
- Get information about the account balance of your checking and savings accounts;
- Make payments from checking or savings to loans with us;
- Place stop payment orders;
- Make payments to certain third parties if you also enroll in Bill Payment;
- Make deposits of checks up to \$2,500 per calendar day to checking or savings account(s) using camera phone capability using Snapshot Deposit<sup>®</sup> if you also enroll in Mobile Banking.

ATM Transfers - types of transfers and dollar limitations - You may access your account(s) by ATM using your MasterCard<sup>®</sup> Debit Card and personal identification number or ATM card and personal identification number, to:

- Make deposits to checking account(s) or to savings account(s);
- Get cash withdrawals from checking or savings account(s)(You may withdraw no more than \$400 per day);
- Transfer funds from savings to checking account(s);
- Transfer funds from checking to savings account(s);
- Get information about the account balance of your checking and savings accounts.

Some of these services may not be available at all terminals. Please use only our ATMs for deposits. Deposits may not be available at other ATMs.

Types of MasterCard<sup>®</sup> Debit Card Point-of-Sale Transactions & Limitations – You may access your checking account(s) to purchase goods (in person or by phone), pay for services (in person or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that you can do with a credit card (that a participating merchant will accept with a credit card).

Currency Conversion - When you use your MasterCard<sup>®</sup> Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is “A rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself

receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the issuer.” The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Advisory Against Illegal Use - You agree not to use your card(s) or Online Banking (including Bill Pay) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

## FEES

- We do not charge for direct deposits to any type of account;
- We do not charge for preauthorized payments from any type of account.

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

Please see your separate Rate and Fee Schedule (including Truth in Savings Disclosures, if applicable) for other fee information.

## DOCUMENTATION

- Terminal transfers - You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals. If your transaction is for \$15 or less, depending on the location of the ATM or merchant, you may not be given the option to receive a receipt.
- Preauthorized credits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-800-272-9933 to find out whether or not the deposit has been made.
- Periodic statements - You will get a monthly account statement from us for your checking accounts. You will get a monthly account statement from us for your savings accounts, unless there are no electronic transfers in a particular month. In any case, you will get a statement at least quarterly.

## PREAUTHORIZED PAYMENTS

Right to stop payment and procedure for doing so - If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

- Call or write us at the telephone number or address listed below, or enter the request through Online Banking. We will charge our standard stop-payment fee for each stop-payment order you give.
- 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.

## 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 or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you have an overdraft line and the transfer would go over the credit limit.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. 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: (1) where it is necessary for completing transfers; or (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (3) in order to comply with government agency or court orders; or (4) as explained in Our Privacy Policy.

## UNAUTHORIZED TRANSFERS

### a. Consumer liability.

- Generally - Tell us AT ONCE if you believe your card and/or code has been lost or stolen or if your Online Banking User ID and/or password has been compromised. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days, you can lose no more than \$50 if someone used your card and/or code without your permission. (If you believe your card and/or code has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card and/or code without your permission.) If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code or of the compromise of your User ID and/or password, and we can prove we could have stopped someone from using your card and/or code, or your Online Banking Service without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.
- Additional Limit on Liability for MasterCard® Debit Card - Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen MasterCard® Debit Card. This additional limit on liability does not apply to ATM transactions, to transactions using your Personal Identification Number which are not processed by MasterCard®, or to commercial cards.

- b. Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed below:

BANNER BANK  
10 S 1<sup>st</sup> Ave  
PO Box 907  
Walla Walla, WA 99362  
Business Days: Monday through Friday, Excluding Federal Holidays  
Phone: 1-800-272-9933

ERROR RESOLUTION NOTICE - In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed above, or email us through Online Banking's secure email as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. (1) Tell us your name and account number (if any). (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (5 business days for MasterCard® Debit Card point-of-sale transactions and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for MasterCard® Debit Card point-of-sale transactions and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

LIABILITY LIMITATION; WARRANTY DISCLAIMER - EXCEPT AS SPECIFIED ABOVE OR AS MAY OTHERWISE BE PROVIDED BY LAW, WE SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION IN CONNECTION WITH THE SERVICE, AND OUR CUMULATIVE LIABILITY IN ANY ONE CALENDAR YEAR, SHOULD IT BE FOUND TO EXIST NOTWITHSTANDING THIS PROVISION, SHALL NOT EXCEED THE FEES YOU HAVE PAID FOR THE SERVICE IN THAT CALENDAR YEAR. WHEREBY DISCLAIM FOR OURSELF AND/OR ANY OTHER ENTITY INVOLVED IN THE PROVIDING OF THIS SERVICE, ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR LACK OF VIRUSES. IN NO EVENT SHALL WE OR ANY OTHER ENTITY INVOLVED IN THE PROVIDING OF THE SERVICE BE LIABLE FOR (1) DAMAGES CAUSED OTHER THAN BY ITS OWN GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, OR (2) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. NEITHER WE NOR ANY OTHER ENTITY INVOLVED IN PROVIDING THIS SERVICE SHALL BE RESPONSIBLE FOR ANY PROPERTY DAMAGE, BODILY INJURY OR ANY DAMAGES ARISING OUT OF THE USE, INSTALLATION OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, ONLINE FINANCIAL SERVICES, INTERNET BROWSER OR ACCESS SOFTWARE IN CONNECTION WITH THE SERVICE OR ITS USE. WE DO NOT AND CANNOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT ERRORS OR THAT THE SERVICE WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES.



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 THE OUR WEB SITE IN ACCORDANCE WITH APPLICABLE LAW. ANY ELECTRONIC DISCLOSURE 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 A PAPER COPY, YOU MUST HAVE A PRINTER CONNECTED TO YOUR COMPUTER AND APPROPRIATE SOFTWARE INSTALLED TO PRINT SUCH ITEMS.

## **MOBILE BANKING SERVICE**

**INTRODUCTION:** This Mobile Banking Service Addendum (this "Addendum") to the Banner Bank Online Banking Agreement (the "Agreement") sets forth the additional terms and conditions for use of the Banner Bank Mobile Banking Service (the "Mobile Banking Service" or "MBS"). This Addendum is hereby incorporated by reference into the Agreement. In the event of a conflict or inconsistency between this Addendum and the Agreement, the terms of this Addendum will apply unless otherwise provided in this Addendum. In this Addendum, the words "you" and "your" mean each Banner Bank Online Banking user who has registered for the Mobile Banking Service, and the words "we," "our" or "Bank" refer to Banner Bank. Unless otherwise defined in this Addendum, all capitalized terms shall have the meanings given to them in the Agreement. This Addendum covers only the Mobile Banking Service, and it shall not be construed to apply to other products or services.

By using MBS, you accept and agree to all of the terms, conditions and notices contained in this Addendum and the Agreement and accept responsibility for your use of the MBS in accordance with the terms of this Addendum and the Agreement. Further, your use of MBS is subject to the terms and conditions of any agreement between you and Banner Bank that is applicable to the products and/or services accessed through MBS, including but not limited to the Agreement and the Banner Bank Deposit Account Agreement. Please read this Addendum, the Agreement, and all such additional agreements carefully before using the MBS, and keep a copy for your records.

**AMENDMENT, TERMINATION OR SUSPENSION OF SERVICES:** Except as otherwise required by law, we may in our sole discretion change these terms, and modify or cancel MBS, or the features we offer, at any time, without notice. This may include adding new or different terms to, or removing terms from, this Addendum or the Agreement. When changes are made, we will update this Addendum on [www.bannerbank.com](http://www.bannerbank.com). The [www.bannerbank.com](http://www.bannerbank.com) website will be updated on or before the effective date of any such changes to this Addendum, unless (i) an immediate change is necessary to maintain security or to prevent fraud; or (ii) a legal or regulatory requirement requires immediate change; in which event this Addendum will be updated within a commercially reasonable period of time. You will be notified of changes to the Addendum which materially affect your rights. By continuing to use MBS after such notice of any change, you agree to the change.

We may terminate or suspend all or any part of MBS at any time, in our discretion, without notice to you, and without liability to you. No termination of MBS or any part thereof will affect your liability or obligations under this Addendum or the Agreement accruing prior to the date of termination of any provisions of this Addendum or the Agreement which, by their nature or by express provision, are intended to survive termination. When you ask us to activate MBS, and each time you use or allow others to use MBS, you confirm your agreement to abide and be bound by the terms and

conditions of MBS and this Addendum as in effect at that time. We may limit the types and number of accounts eligible for MBS at any time.

You shall immediately install any upgrades, patches or fixes required for security reasons or otherwise for the proper functioning of MBS, regardless of whether requested by us.

**SERVICES:** The Mobile Banking Service is a financial information management service that allows you to access available account information, view balances, transfer funds, make payments to payees who have previously been created through the Online Banking service, make mobile Snapshot Deposits using camera phone capability, locate Banner Bank branches and ATMs, and make such other transactions as are described on [www.bannerbank.com](http://www.bannerbank.com).

We may offer additional MBS services and features in the future. Any added MBS services and features will be governed by this Addendum and the Agreement (including any applicable Terms of Use for such service or feature), and by any terms and conditions provided to you at the time the new MBS service or feature is added or at the time of enrollment for the feature or service, if applicable.

**REGISTRATION/ACTIVATION:** In order to access MBS, you must have a mobile phone or other handheld device that can send and receive information, including SMS text capability, through a carrier service using the technology that supports MBS (a "Mobile Device"). MBS may not be available through all mobile service providers and carriers, and some mobile phones and other wireless devices may not be supported. The technical standards required to access and use MBS (the "Mobile Technical Standards") may vary among the types of Mobile Devices and telecommunications carriers that support MBS, and may be updated from time to time by the carriers. You are responsible for satisfying any Mobile Technical Standards. You understand and agree that the telecommunication carriers may modify the supported Mobile Devices and/or the Mobile Technical Standards at any time, without prior notice, and that the telecommunication carriers and Banner Bank shall not be liable to you for your failure to access or use MBS due to any such modifications.

In order to access MBS, you must first register for MBS. As part of the registration process, you may be required to provide information about your Mobile Device, as well as the telephone number for your Mobile Device, and the email address you have designated in connection with your use of Online Banking ("Your Email Address"). It is your responsibility to provide us with accurate, complete and current information about you and your Mobile Device (including its telephone number and Your Email Address), and to notify us immediately if any of this information changes or if service to your Mobile Device is terminated. We reserve the right to refuse or cancel your registration for MBS if we cannot verify information about your Mobile Device.

You accept responsibility for making sure that you understand how to use MBS before you actually do so, and then that you always use MBS in accordance with online instructions posted on [www.bannerbank.com](http://www.bannerbank.com), if any. You also accept responsibility for making sure that you know how to properly use your Mobile Device as it may be changed or upgraded from time to time. Further, Banner Bank may change or upgrade MBS from time to time. In the event of such changes or upgrades, you are responsible for making sure you that you understand how to use MBS as changed or upgraded.

**THIRD PARTY FEES:** Any agreement you may have with any unaffiliated service providers, including, but not limited to, your telecommunications carrier or provider, remains in full force and effect. You understand that other agreements you may have with unaffiliated service providers may provide for fees, limitations, and restrictions which might impact your use of MBS (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with MBS, receiving or sending MBS text messages, or other use of your Mobile Device when using MBS), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your telecommunications carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with such carrier or provider without involving us. You also agree that if you have any problems with MBS, you will contact us directly.

**USING SNAPSHOT DEPOSIT<sup>®</sup> THROUGH MOBILE BANKING SERVICE:**

- A. Snapshot Deposit<sup>®</sup> Service - MBS allows you to deposit checks to your checking or savings accounts from home or other remote locations by capturing photos of checks using camera phone capability and delivering the images and associated deposit information to us ("Mobile Deposit Service").
- B. Hardware and Software - In order to use the Snapshot Deposit<sup>®</sup> Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by Banner Bank from time to time. See [www.bannerbank.com](http://www.bannerbank.com) for current hardware and software specifications. We are not responsible for any third party software you may need to use the Snapshot Deposit<sup>®</sup> Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.
- C. Fees - A fee may be charged for the Snapshot Deposit<sup>®</sup> Service. You are responsible for paying the fees for the use of the Snapshot Deposit<sup>®</sup> Service. No fee is currently charged for this service. We may change the fees for use of the Snapshot Deposit<sup>®</sup> Service at any time, subject to any required regulatory advance notice.
- D. Eligible items - You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Board Regulation CC ("Reg. CC") and only those checks that are permissible under this Addendum or such other items that we, in our sole discretion, elect to include in the Mobile Deposit Service. You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Articles 3 and 4 of the applicable Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account into which the check is being deposited;
  - Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
  - Checks payable jointly, unless deposited into an account in the name of all payees;
  - International Checks;
  - Remotely Created Checks (whether in paper form or electronically created);
  - Traveler's Checks;
  - Checks drawn on the U.S. Treasury.
- E. Endorsements and Procedures - You agree to restrictively endorse any item transmitted through Snapshot Deposit<sup>®</sup> Service with the signature of all payees and by designating the item as "For deposit only" or as otherwise instructed by Banner Bank. You agree to follow any and all other procedures and instructions for use of the Snapshot Deposit<sup>®</sup> Service as we may establish from time to time.
  - F. Receipt of Items - We reserve the right to reject any item transmitted through the Mobile Deposit Service, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time; any item that we subsequently determine was not an eligible 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 ineligible item.
  - G. Availability of Funds - You agree that items transmitted using the Snapshot Deposit<sup>®</sup> Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Snapshot Deposit<sup>®</sup> Service is received and accepted before 6:00 p.m. Pacific Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Snapshot Deposit<sup>®</sup> Service will generally be made available the day after the day of deposit. However, availability of funds deposited using the Snapshot Deposit<sup>®</sup> Service may be delayed for a longer period under certain circumstances.

- H. Disposal of Transmitted Items - Upon your receipt of a confirmation from us that we have received an image that you have transmitted, you agree to retain and safeguard the check for a minimum of seven (7) calendar days, but no longer than thirty (30) calendar days, from the date of the image transmission ("Retention Period"). Once the Retention Period has expired, you will securely and irretrievably destroy the original check from which you have previously created and submitted to us as an electronic item.
- I. Deposit Limits - Deposit limits are predetermined by the Bank. These daily dollar limits apply to the total of all mobile deposits for all accounts linked to your Online Banking Services user ID. The standard total deposit amount cannot exceed the \$2,500 daily limit and/or \$10,000 monthly amount limit and cannot exceed 3 Items per day and/or 15 Items per month. Higher limits may be requested by email or phone, and are subject to Bank approval. If a deposit is made after the 6:00 pm Pacific Time 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, but you acknowledge that we may reduce your limits without prior notice.
- J. Presentment - 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.
- K. Errors - You agree to notify us immediately of any suspected errors regarding items deposited through the Snapshot Deposit® Service, and in no event later than sixty (60) calendar days after the applicable Banner Bank account statement is made available to you. Unless you notify us within sixty (60) calendar days, such statement regarding all deposits made through the Snapshot Deposit® Service shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.
- L. Errors in Transmission - By using the Snapshot Deposit® Service you accept the risk that an item may be intercepted or misdirected during transmission. Banner Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.
- M. Image Quality - The image of an item transmitted to us using the Snapshot Deposit® Service must be legible, as determined in our sole discretion. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Banner Bank, the American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.
- N. User Warranties and Indemnification - You warrant to Banner Bank that:
  - 1. You will only transmit eligible items.
  - 2. You will not transmit duplicate items.
  - 3. You will not re-deposit or re-present an original item.
  - 4. You will not transmit, negotiate, cash or deposit an original item (or its copy) with any other entity.
  - 5. All information you provide to Banner Bank is accurate and true.
  - 6. You will comply with this Addendum, the Agreement and all applicable rules, laws and regulations.
  - 7. You are not aware of any factor which may impair the collectability of the item.

You will indemnify, defend, and hold harmless Banner Bank, and its respective directors, officers, employees, and agents (collectively, "**Indemnities**") from and against all liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "**Losses and Liabilities**") by Indemnities arising directly or indirectly from or related to the following (except for Losses and Liabilities arising directly or indirectly from or related to our own gross negligence or willful misconduct):

- (a) Any negligent or intentional act or omission by you in the performance of your obligations under this Addendum, including, but not limited to, (i) duplicate scanning of the same original Item, (ii) transmission of duplicate Items, (iii) calculation errors of deposit totals, (iv) numerical errors on deposit data entry, and (v) fraudulent or unauthorized use of your hardware, user ID or password;
- (b) Any material breach in a representation, warranty, covenant, or obligation of you contained in this Addendum;
- (c) The violation of any applicable law, statute, or regulation in the performance of your obligations under this Addendum;
- (d) Banner Bank acting as a "reconverting bank" under the Check Clearing for the 21st Century Act through the creation of "substitute checks" or purported substitute checks using an electronic Item or an illegible electronic Item;
- (e) Our presenting to a paying bank an Item for payment; or
- (f) Your failure to (i) securely maintain your mobile devices or the original paper Items, or (ii) properly and timely dispose of original paper Items in accordance with this Addendum, in which event such Losses and Liabilities shall include without limitation consequential damages.

- O. Cooperation with Investigations - 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 the Snapshot Deposit® Service in your possession and your records relating to such items and transmissions.

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

- A. The balance in your accounts may change at any time as we process items and fees against your accounts, and the information provided to you through MBS may become quickly outdated.
- B. Because MBS is accessible only through your Mobile Device, your access to MBS may be limited by the service provided by your telecommunications carrier.
- C. There may be technical or other difficulties related to MBS. These difficulties may result in loss of data, personalized settings or other MBS interruptions. Neither Banner Bank nor its third party service providers assume any responsibility for the timeliness, deletion, or misdelivery of any user data, failure to store user data, communications or personalized settings in connection with your use of MBS, nor for the delivery or the accuracy of any information requested or provided through MBS.
- D. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network which you utilize to access the MBS, nor guarantee that you will have continuous or uninterrupted access to MBS. We are not responsible for any delay, failure or error in the transmission or content of information provided through MBS. Neither we nor any of our service providers and affiliates will be liable for damages arising from the non-delivery, delayed delivery, or improper delivery of any information through MBS, from any inaccurate information provided through MBS, from your use of or reliance on any information provided through MBS, or from your inability to access MBS.
- E. We will not be liable to you for any losses caused by your failure to properly use MBS or your Mobile Device, or for any losses resulting if your Mobile Device is lost or stolen. We reserve the right to refuse to make any transaction you request through MBS for any reason. You agree and understand that MBS may not be accessible or may have limited utility over some mobile networks, such as while roaming.
- F. You agree to exercise caution when utilizing MBS on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information.
- G. Financial information obtained through MBS (including, without limitation, any text message alerts) reflects the most recent account information available through MBS and may not be accurate or current. You agree that neither we nor our service providers will 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 MBS.

**SECURITY:** In addition to the safeguarding and security provisions set forth in the Agreement, the following provisions shall apply to your use of MBS:

- A. Once you have registered for MBS, your Mobile Device may be used to obtain information about your Banner Bank accounts, and perform transactions on and make transfers between your Banner Bank accounts. You are responsible for maintaining the security of your Mobile Device and you are responsible for all transfers made

using your Mobile Device. MBS will display sensitive information about your Mobile Accounts, including balances and transfer amounts. Anyone with access to your Mobile Device may be able to view this information.

- B. In order to prevent misuse of your accounts through MBS, you agree to protect all login credentials associated with your accounts and MBS, and to monitor your accounts on a regular basis. All uses of MBS through your login credentials will be deemed to be uses authorized by you and be binding upon you.
- C. In addition to protecting your login credentials and other account information, you should also 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 other account information may allow unauthorized access to your accounts. You are also responsible for protecting and securing all information and data stored in your Mobile Device.

**ADDITIONAL USAGE OBLIGATIONS:** When you use the Mobile Banking Service to access your accounts, you agree to the following terms (which terms shall survive the termination of this Addendum or the Agreement):

- A. **Account Ownership/Accurate Information** - You represent that you are the legal owner of the accounts and other financial information which may be accessed through MBS. You represent and agree that all information you provide to us in connection with MBS is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating MBS. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- B. **Proprietary Rights** - You are permitted to use content delivered to you through MBS only in connection with your proper use of MBS. You may not copy, reproduce, distribute, or create derivative works from this content.
- C. **User Conduct** - You agree not to use MBS or the content or information delivered through MBS in any way that would (i) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in MBS software, (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of MBS to impersonate another person or entity, (iii) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising), (iv) be false, misleading or inaccurate, (v) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers, (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing, (vii) potentially be perceived as illegal, offensive or objectionable, (viii) interfere with or disrupt computer networks connected to MBS, (ix) interfere with or disrupt the use of MBS by any other user, (x) result in unauthorized entry or access to the computer systems or networks of others; (xi) send unsolicited electronic mail messages (also known as spam).
- D. **No Commercial Use or Re-Sale** - You agree that MBS is for your use only. You agree not to resell or make commercial use of MBS.
- E. **Safeguards** - You agree to take every precaution to ensure the safety, security and integrity of your accounts and transactions when using MBS. You agree not to leave your Mobile Device unattended while logged into MBS and to log off immediately at the completion of each access by you. You agree not to provide your password or other access information to any other person. If you do, we will not be liable for any damage resulting to you. You agree to notify us immediately if you lose, or change or cancel the number of your Mobile Device, or if your Mobile Device is stolen. If you believe that someone may have unauthorized access to your Mobile Device, you agree to cancel the MBS associated with the Mobile Device immediately. You agree to provide us with immediate notice in the event you suspect fraud or any unauthorized access to any of your accounts. You agree to comply with all applicable laws, rules and regulations in connection with MBS.
- F. **Location** - You agree not to access or use MBS from locations outside of the United States, and we specifically do not warrant that MBS will function in any foreign countries.

**EXCLUSION OF WARRANTIES; LIMITATIONS OF LIABILITY:** Limitations on Banner Bank's liability are described in the Terms and Conditions of Your Account and this Agreement. In addition:

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF MBS IS AT YOUR SOLE RISK. MBS IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF MBS IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND BANNER BANK IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. 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 MBS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BANNER BANK OR THROUGH OR FROM YOUR USE OF MBS WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED IN THESE TERMS.

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF MBS (INCLUDING ANY SOFTWARE OR THEIR MATERIALS SUPPLIED IN CONNECTION WITH MBS) SHALL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT THE APPLICABLE MOBILE BANKING SERVICE. Some jurisdictions do not allow the exclusion of certain warranties, so the above exclusions may not apply to you. You may also have other legal rights, which vary by state.

YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND US, OUR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS 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 USE OF MBS, OR THE USE OF MBS BY ANY OF YOUR CO-DEPOSITORS OR ANY OTHER PERSON WHOM YOU HAVE PERMITTED TO USE MBS, YOUR BREACH OF THIS AGREEMENT, YOUR INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY, AND/OR YOUR COMMISSION OF FRAUD OR ANY OTHER UNLAWFUL ACTIVITY OR CONDUCT.

#### MISCELLANEOUS:

- A. You agree that Banner Bank may collect information about your Mobile Device, system and application software in connection with offering and operating MBS and to enhance your experience when using MBS. Our privacy statement is available on the Banner Bank website.
- B. We reserve the right to block access or delete MBS software from your Mobile Device if we or our agents or MBS service providers have reason to believe you are misusing the MBS or otherwise not complying with this Addendum or the Agreement, or have reason to suspect your Mobile Device has been infected with malicious software or virus.
- C. Banner Bank is not responsible for translating any of the information contained within MBS to any other language and we are not responsible for the accuracy of any third party translating services.
- D. For assistance with MBS, please visit [www.bannerbank.com](http://www.bannerbank.com) or Customer Service at (800)272-9933 Toll Free; Office hours are from 7:30 a.m. (PT) to 5:30 p.m. (PT) Monday – Thursday, 7:30 a.m. (PT) to 6:00 p.m. (PT) Friday.
- E. Banner Bank may provide links to third party websites without endorsing the accuracy or safety of the third party service, and Banner 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' privacy policies and other terms of use to learn more about how they collect and use any personally identifiable information.
- F. Banner Bank reserves the right to employ "cookie" technology as a prerequisite for your use of MBS. Not allowing "cookies" may prevent MBS from functioning as intended.
- G. You are responsible for your own acquisition, upkeep and management of your Mobile Device. Further, you are responsible for procuring your own network or cellular connections. Banner Bank does not provide Internet or cellular connectivity or the devices associated with the use of this service.

- H. You are responsible for the accuracy of your data entry and use of the application when accessing accounts and conducting transactions. Banner 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, system or application software.
- I. Banner Bank maintains the right to contact you via your Mobile Device as a means to relay important account information or information about the use of MBS for as long as you are enrolled in MBS.
- J. Banner Bank shall not be liable for any failure to perform its obligations under this Addendum or the 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).

THIRD PARTY BENEFICIARIES: You agree that our MBS service providers (including any provider of MBS software) may rely upon your agreements and representations in this Addendum, 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.