

## **CONSUMER BILL PAYMENT - TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE**

### **SERVICE DEFINITIONS**

"Service" or "The Service" means the bill payment service offered by Banner Bank.

"Agreement" means these terms and conditions of the bill payment service.

"Customer Service" means the Customer Service department of Banner Bank. Please see the ERRORS AND QUESTIONS section below for Customer Service contact information.

"Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee Name, Payee Account Number, and Scheduled Payment Date).

"Pay From Account" is the checking account from which bill payments will be debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Payment Date" is the day you want your Payee to receive your bill payment. This date can only be a Business Day.

"Process Date" is the date that the payment is initiated. For Check Payments, it is the date the check is mailed to be received by the Payee on the Payment Date. For Electronic Payments, it is the date that the funds are verified and debited from the Pay From Account.

"Due Date" is the date reflected on your Payee statement for which the payment is due; it is not the late date or grace period.

"Pending Payment" is a payment that has been scheduled through the Service but has not begun processing.

"You" or "your" means the Banner Bank client whose accounts are accessed to pay bills in connection with use of the Service, and includes any person or user assigned rights to access the Service.

### **PAYMENT SCHEDULING**

The earliest possible Scheduled Payment Date for each Payee (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Payee. When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Any Payment not scheduled in this manner may not make it to the Payee on time, and you could incur late charges or other penalties, for which the Service shall have no responsibility.

## **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

By accepting this Agreement, you represent and warrant that you have full authority to do so. By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

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

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

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

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

## **PAYMENT METHODS**

The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods include Electronic or Check Payment, generally depending on whether the Payee has been set up to accept electronic payments. For Electronic Payments, funds are debited on the Process Date after available funds have been verified. If funds are not available on the processing day, then the service will attempt to process the payment for a total of three (3) business days by checking for available funds. If funds are still not available at the end of the third processing day, then the payment will be cancelled. If the payment is part of a recurring series, only that particular payment will be cancelled, not the entire payment series.

For Check Payments, funds remitted to the Payee are deducted from your Payment Account when the Check is presented to your financial institution for payment, no funds verification takes place. You will be responsible for keeping track of your financial records to ensure you have available funds for that payment.

The Service allows you to pay companies or individuals. The Service will determine the payment method. Individual Payees may be set up by entering the payee's routing and account number or by using the Payee's email address and allowing the Payee to input its routing and account number securely so that payments can be sent electronically.

### **PAYMENT CANCELLATION REQUESTS**

You may modify or cancel any scheduled payment at any time using your Online Bill Pay before it has been processed. This should be done before the Processing Date (which is identified in the System for each Payment Instruction. Processing times are: Monday through Friday between 8:00 AM and 3:00 PM Eastern Time excluding Federal Reserve Holidays.

If you are unable to access Banner Bank Online Banking to modify or cancel any scheduled payment, we will only accept a verbal or written notice to modify or cancel an Online Bill Pay transaction. Banner Bank can cancel a pending payment if it relates to a one-time payment scheduled for a future date or reoccurring and only if the notice is received at Banner Bank Online customer service at 1-800-272-9933 no later than two (2) business days before the Process Date of the payment. If you call, we may also require you to put your request in writing and forward it to us within fourteen (14) days after you call. If the transaction is reoccurring, the notice must detail whether the cancellation applied to only one of the recurring transactions, or all transactions in the recurring stream.

### **STOP PAYMENT REQUESTS**

The Service can only process a stop payment request on a Check Payment, and only if the check has not cleared the account. The Service must have a reasonable opportunity to act on any stop payment request. If you desire to stop payment on a Check Payment, you may do so through Online Banking, contacting Customer Service or visiting a Banner Bank branch. If you call, we may also require you to present your request in writing within fourteen (14) days after you call. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

### **FAILED TRANSACTIONS**

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed.

### **FOREIGN BANNER CUSTOMER ADDRESSES**

If you have a non-US Address, for Online Bill Payment purposes only, the Service will use the address of the Banner Bank branch where your primary transaction account was established to facilitate the enrollment process. This will also help ensure that payments can be properly returned should the Payee or US Postal Service return a Check Payment. Use of the branch address for this limited purpose will not affect the address you have provided for other account notifications.

## **PROHIBITED PAYMENTS**

Payments to Payees outside of the United States or its territories are prohibited through the Service.

## **BILL DELIVERY AND PRESENTMENT**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Payee - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers, or email addresses, with the electronic Payee. You will need to make any such changes by contacting the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Payee, provide to the Payee your email address, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature, the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Payee shall be deemed by us to be your authorization for us to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide us with your user name and password for that Payee. By providing us with such information, you authorize us to use the information to obtain your bill data.

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

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

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

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

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

## **EXCLUSIONS OF WARRANTIES**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

Refer to Banner Bank's Privacy Policy located at <https://www.bannerbank.com/privacy-policy>

## **SERVICE FEES AND ADDITIONAL CHARGES**

Basic Business Checking: \$4.00 per month which includes 10 payments; then \$0.45 per payment after 10.

Complete Business Checking: \$4.00 per month which includes 10 payments; then \$0.45 per payment after 10.

Analyzed Checking: \$6.00 per month which includes 10 payments; then \$0.55 per payment after 10.

Fees related to Bill Pay Rush Payments:

1. Overnight Check Delivery – \$14.95
2. 2<sup>nd</sup> Day Check Delivery – \$9.95
3. Electronic Rush Payment – \$4.95

Fees related to Charity and Gift Payments:

4. Charitable Donation – \$1.99
5. Gift Check – \$2.99

## **ALTERATIONS AND AMENDMENTS**

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

## **ADDRESS OR BANKING CHANGES**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made

by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

### **SERVICE TERMINATION, CANCELLATION, OR SUSPENSION**

You may terminate the Service at any time by contacting Customer Service.

### **RETURNED PAYMENTS**

In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and deactivate the payee. You may receive notification from the Service.

### **INFORMATION AUTHORIZATION**

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

### **DISPUTES**

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

### **ASSIGNMENT**

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

### **NO WAIVER**

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## CAPTIONS

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

## ELECTRONIC FUND TRANSFERS - YOUR RIGHTS AND RESPONSIBILITIES

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

### TYPES OF TRANSFERS, FREQUENCY AND DOLLAR LIMITATIONS

A. **Prearranged Transfers.** Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your checking and/or savings account(s).

**Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking and/or savings account(s).

B. **Telephone Transfers.** You may access your account(s) by telephone at 1-800-527-6435 using a touch tone phone, your account numbers, and (PIN) Personal Identification Number to:

- Transfer funds from checking or savings to checking or savings
- Transfer funds from a line of credit with us to checking or savings with us
- Make payments from checking or savings to loan accounts with us
- Get checking account(s) information
- Get savings account(s) information
- The minimum amount you may transfer is \$1.00 per transfer or payment

C. **ATM Transfers.** You may access your account(s) by ATM using your ATM/Debit Card and personal identification number to:

- Make deposits to checking accounts
- Make deposits to savings accounts
- Get cash withdrawals from checking accounts (limit \$400.00 per day)
- Get cash withdrawals from savings accounts (limit \$400.00 per day)
- Transfer funds from savings to checking
- Transfer funds from checking to savings
- Get checking account(s) information
- Get savings account(s) information
- Some of these services may not be available at all terminals

D. **Point-of-Sale Transactions.** Using your card:

- You may access your checking account to purchase goods (in person, by phone, by computer), pay for services (in person, by phone, by computer), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.
- You may not use your ATM card for point-of-sale transactions.

**E. Computer Transfers.** You may access your account(s) by computer by Online Banking at [www.bannerbank.com](http://www.bannerbank.com) and using your Electronic Credentials to:

- Transfer funds from checking or savings to checking or savings
- Transfer funds from a line of credit with us to checking or savings account with us
- Make payments from checking or savings to loan accounts with us
- Make payments from checking accounts to pay bills in amount and on day requested
- Get checking account(s) information
- Get savings account(s) information
- Bank to Bank Transfers –Within Online Banking you have the option to separately enroll to transfer funds between your linked personal deposit accounts at Banner Bank (“Accounts(s)”) and certain deposit or investment accounts (checking, savings, or money market accounts) at other U.S. financial institutions (“External Account(s)”). These funds transfers are referred to as “Bank to Bank Transfers.” Excess activity fees may apply if you exceed transaction limits for savings accounts.
- Remote Deposits – For qualified customers, you may scan checks that are drawn on or payable through U.S. banks in U.S. dollar denominations for deposit (excluding traveler’s checks, checks drawn on the United States Treasury or third-party checks defined as any item not originally made payable to the owner of the account in which the funds are being credited to, which may not be scanned) and transmit these items electronically to us for deposit and collection.

**F. Mobile Banking Transfers.** You may access your account(s) via: the application from a mobile device; via mobile texting, or; by accessing the online banking site using a mobile web browser and using your Electronic Credentials to:

- Transfer funds from checking or savings to checking or savings
- Transfer funds from a line of credit with us to checking or savings with us
- Make payments from checking or savings to loan accounts with us
- Make payments from checking accounts to pay bills to existing payees
- Get checking account(s) information
- Get savings account(s) information
- Snapshot Deposit – Upon enrollment, you may deposit checks from your mobile device. Daily deposits limited to 3 items, totaling \$2,500, and may not result in immediate funds availability. Monthly deposits limited to 15 items, totaling \$10,000. Not available for foreign (non-U.S.) checks. Deposits must be received by 6:00 p.m. Pacific Time in order to receive same-day credit. Deposits received after 6:00 p.m. will be credited to your account on the next business day. Snapshot Deposit is only available within the mobile application.

All forms of Mobile Banking (Web, App & Text) require Online Banking Enrollment.

Smartphone App is available in the Apple® and Android™ app stores.

Mobile Text Banking available – setup details at: [www.bannerbank.com/advice-center/online-banking](http://www.bannerbank.com/advice-center/online-banking)

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 specific fees and charges.

**G. Electronic Fund Transfers Initiated by Third Parties.** You may authorize a third party to initiate electronic fund 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 Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This



information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution 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 fund transfers. Examples of these transfers include, but are not limited to:

**Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. You may:

- Make payments by electronic check from checking accounts.

**Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds. You may:

- Make electronic payment of charges for checks returned for insufficient funds from checking accounts.

### **GENERAL LIMITATIONS**

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers or withdrawals from a Money Market or Savings account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party, are limited to six per month (by statement cycle day). If you exceed the transfer limitations set forth above, your account shall be subject to closure.

## FEES

See separate Schedule of Fees and Truth in Savings Disclosure.

Except as indicated above, we do not charge for Electronic Fund Transfers.

### ATM Operator/Network Fees

- 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).

## DOCUMENTATION

A. **Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your account using an automated teller machine or point-of-sale terminal. You may not get a receipt if the amount of the transfer is \$15 or less.

B. **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.

C. In addition, you will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

## PREAUTHORIZED PAYMENTS

A. **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's how:

Call or write us at the telephone number or 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. We charge \$35.00 for each stop payment.

B. **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.)

C. **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

A. **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:

- 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 automated teller machine where you are making the transfer does not have enough cash.

- 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.
- 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 the separate Privacy Disclosure.

## **UNAUTHORIZED TRANSFERS**

**A. Consumer Liability.** Tell us at once if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. 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 after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code 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, including those made by card, code or other means, 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 period.

**MasterCard® Debit Card.** Additional Limits on Liability for Consumers You will not be liable for any unauthorized transactions using your MasterCard debit card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss of theft to us. MasterCard is a registered trademark of MasterCard International Incorporated.

**B. Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed at the end of this disclosure. You should also call the number or write to the address listed at the end of this disclosure if you believe a transfer has been made using the information from your check without your permission.

## **ERROR RESOLUTION NOTICE**

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed below, 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 if involving a MasterCard® point-of-sale transaction processed by MasterCard or 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 if involving a MasterCard point-of-sale transaction processed by MasterCard or 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. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

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.

#### **ADDITIONAL INFORMATION:**

When a Cardholder engages in an international transaction using the Card, if currency conversion is necessary, then the currency conversion will occur using either a government-mandated exchange rate or a wholesale exchange rate, selected by MasterCard. The government-mandated exchange rate that is used for a particular Transaction is the rate selected for the applicable currency on the date the Transaction is processed, which may differ from the rate selected on the date the Transaction occurred or on the date the Transaction is posted to the account. A 1.1% Currency Conversion Assessment (CCA) fee and International Service Assessment (ISA) fee will also be charged.

Electronic transactions may be authorized based on the amount available through Banner Coverage. Account balance inquiries at the ATM will not include the amount available through Banner Coverage.

#### **INSTITUTION**

Banner Bank  
10 South First Avenue  
P.O. Box 907  
Walla Walla, WA 99362  
Customer Contact Center 1-800-272-9933

Our business days are Monday through Friday – holidays not included.

#### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflicts of law's provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent

required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.