



## **BANNER BANK ONLINE AND MOBILE BANKING USER AGREEMENT**

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

**INTRODUCTION:** By clicking "accept" below or using the Service, you acknowledge that you have read this Agreement and you agree to be bound by its terms and conditions. If you are entering into this Agreement on behalf of a business entity or another individual, you represent and warrant that you are authorized to bind such business entity or individual to these terms. The terms and conditions of the deposit agreements and disclosures for each of your Bank accounts as well as any other agreements with the Bank (such as for loans, Bill Payment, Treasury Management, etc.) continue to apply notwithstanding anything to the contrary in this Agreement.

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

**ACCESS:** To use the Service, you must have a Bank account, access to the Internet, and an email address. When you have accepted this Agreement, you will be able to log in with the Login ID you or your administrator have created, and you will be required to receive a Secure Access Code, which will be sent by email, SMS text, or phone call to the email address or phone number on file in Bank records, to perform your first-time log in. The information on file will be used to provide other alerts. Your enrollment gives the Service the right to send the communications to the phone number or email address on file. You have the right to limit the communication to one of the available methods by editing your online profile.

This Service can be used to access the Bank accounts for which you are an authorized signer only. We undertake no obligation to monitor transactions through the Service to determine that they are made on behalf of the accountholder. Any special signature restrictions that you may have established with respect to check transactions on your account(s) (e.g., two signatures required, dollar limits on signers, etc.) are not enforceable through the Service. You agree not to make any claims with respect to any such restrictions for transactions processed through the Service, and agree to hold the Bank harmless against any loss, liability, or claim, including attorney's fees and costs, resulting from the processing of any transaction through the Service that does not meet such special signature restrictions.

**MOBILE BANKING:** All forms of Mobile Banking (Web, App, & Text) require Online Banking Enrollment. Information regarding smartphone apps is available at [www.bannerbank.com](http://www.bannerbank.com). Set-up details for Mobile Text Banking are available when logging into your online banking at [www.bannerbank.com](http://www.bannerbank.com). In order to access and use the Service through a mobile device, you must have a smartphone or other handheld device that you are authorized to use that can send and receive information, can download information, has SMS text capability, and has Internet access. The Service through a mobile device may not be available through all mobile service providers, and some smartphones and other wireless devices may not be supported. The technical standards required to send and receive information, including SMS text capability and access to the Internet, may vary among the types of Devices and telecommunications providers that support Mobile Banking, and may be updated from time to time by the providers. Standard rates may apply for data usage and text messaging. Rates are determined by your service provider and are your sole responsibility. You are responsible for satisfying any technical standards required by your service providers. You understand and agree that the telecommunication providers may modify the supported Devices and/or the technical standards at any time, without

prior notice, and Banner Bank shall not be liable to you for your failure to access or use the Service due to any such modifications.

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

**LOGIN ID / PASSWORD:** Upon the initial enrollment, you or your administrator will create a Login ID and password, and your chosen password will not be accessible by the Bank. You are responsible for keeping your password, account number(s), and other account information confidential. You also agree to change your password regularly. We strongly recommend you do not authorize any other person to use your password. You understand that authorizing another person to use your password will give that person full access to your account(s) including, without limitation, creating transactions and altering services such as bill pay, etc. Such authorization shall continue to be effective until you have changed your Login ID and/or you have changed your password. If you provide your password or other access information to any other person, the Bank will not be liable for any damage resulting to you. You agree to notify the Bank immediately if you believe another person has improperly obtained your password.

Upon three unsuccessful attempts to use your password, your access to the Service will be suspended. To re-establish your authorization to use the Service, to report that your password may have been lost or stolen, or to report that someone has transferred or may transfer money from your account without your permission, immediately notify any Bank office or contact us Monday – Friday, 7:00 a.m. (PT) to 7:00 p.m. (PT), excluding Bank holidays, at (800) 272-9933.

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

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

**SECURITY:** Your role in preventing misuse of the Service is extremely important. Examine your statement promptly upon receipt. If you find that your records and the Bank's records disagree, immediately notify the Bank. In addition to protecting your account information, you agree to take precautions to protect your personal identification information, such as your driver's license, social security number, etc. This information by itself or together with information on your account(s) may allow unauthorized access to your account(s). You agree not to leave your Device unattended while logged into the Service and to log off immediately at the completion of each session. You also agree to notify the Bank if someone has transferred or you suspect someone may transfer money from your account(s) without your permission, or

if you suspect any type of fraudulent activity on your account(s). Only reveal your account number(s) to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). If you do not maintain security or promptly report unauthorized transactions, you could lose all the money in your Bank account(s), plus your maximum overdraft line-of-credit, if applicable. Unless otherwise required by law, the Bank will not be responsible for losses that may occur.

**SERVICES:** With the Service, you can manage your personal, sole proprietor, or business account(s) from your home or office on your Device. You can use the Service to: view account balances and transaction histories, transfer money between your internal and external accounts, (as noted in the applicable account deposit agreement and disclosure statement), make deposits, communicate directly with us through secure messaging and chat, view account statements, and pay bills (when you enroll for Bill Payment). Business account services may also be managed from within the Service.

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

**INTERNAL TRANSFERS:** An internal transfer of funds between your Bank accounts is internally memo-posted to your account at the time of the transfer, and we will make funds available to you at that time. However, the funds will not show on your transaction history until the next business day if the internal transfer is made after 8:00 p.m. Pacific Time on any business day or on a Saturday, Sunday or Bank holiday.

**EXTERNAL TRANSFERS (For Personal Online/Mobile Banking Only):** External transfers are funds transfers that can be initiated to or from your Banner Bank account(s) and account(s) you are authorized to transact on at another domestic Financial Institution. We will send two small deposits followed by equal withdrawals to the external account you set up for your verification. You must be able to verify the amounts deposited prior to processing transfers to or from any external accounts.

External transfer limits are predetermined by the Bank. These daily and monthly dollar limits apply to the total of all external transfers for all accounts linked to your Online Banking Services Login ID. The standard total external transfer limit cannot exceed the \$2,500 daily limit and/or the \$25,000 monthly limit and cannot exceed 20 external transfers per day or 400 per month which includes both incoming and outgoing transfers. Higher limits may be requested by email or phone, and are subject to Bank approval. If an external transfer is made after the 5:00 p.m. (PT) cut-off time, it will count toward the applicable limit for the next day. We may change external transfer limits at any time. Any decrease will be subject to notice, as required by law, but you acknowledge that we may reduce limits without prior notice. Outbound external transfers are subject to a fee of \$2.00 per transfer and may change at any time.

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

An external transfer must be submitted using the Service prior to the Bank's 5:00 p.m. (PT) cut-off in order to be processed the same Business day. External transfers can only be processed on Business days. Any future dated or recurring external transfers will process on the next business day following a weekend or holiday. The posting time for external transfers is governed by the Automated Clearing House (ACH) Rules.

**STOP PAYMENTS:** A stop payment can be placed on paper checks written on your Banner Bank account, including Bill Pay checks and personal and business checks that have not yet been presented for payment using the Service. Stop payments cannot be placed on electronic Bill Payments, internal or external transfers, ACH payments, or Debit Card transactions. For assistance with electronic Bill Payments, internal or external transfers, ACH payments or Debit Card transactions, please visit any Bank office or contact us toll free at (800) 272-9933, Monday – Friday, 7:00 a.m. (PT) to 7:00 p.m. (PT), excluding Bank holidays. Only stop payments on single checks can be placed through the Service. Stop payment requests must contain accurate information including the Banner Bank account number, check number, payee name, and amount. Stop payments placed using the Service will be subject to applicable fees as outlined in the account fee disclosure. Stop payments cannot be revoked using the Service. To revoke a stop payment, you will need to notify any Bank office or contact us toll free at (800) 272-9933, Monday – Friday, 7:00 a.m. (PT) to 7:00 p.m. (PT), excluding Bank holidays.

**SNAPSHOT DEPOSIT®:** Mobile Banking allows you to deposit checks to your checking or savings accounts via the Service by capturing photos of checks using smartphone capability and delivering the images and associated deposit information to the Bank. Snapshot deposit is only available for personal and small business Online Banking Services Logins IDs.

You agree to 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 Agreement or such other items that we, in our sole discretion, elect to accept. 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 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);

Prior to deposit, you agree to restrictively endorse any item transmitted through Snapshot Deposit® with the signature of all payees and by designating the item as "Banner Bank Mobile Deposit" or as otherwise instructed by Banner Bank. You agree to follow any and all other procedures and instructions for use of the Snapshot Deposit® as we may establish from time to time.

We reserve the right to reject any item transmitted through Snapshot Deposit®, 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.

If an image of an item you transmit through the Snapshot Deposit® is received and accepted before 6:00 p.m. (PT) 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® will generally be

made available the day after the day of deposit, however; availability of funds deposited using the Snapshot Deposit® may be delayed for a longer period under certain circumstances.

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.

Deposit limits are predetermined by the Bank. These daily and monthly dollar limits apply to the total of all Snapshot® Deposits for all accounts linked to your Online Banking Services Login 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 p.m. (PT) cut-off time, it will count toward the applicable limit for the next day. We may change your deposit limits at any time. Any decrease will be subject to notice, as required by law, but you acknowledge that we may reduce your limits without prior notice.

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.

By using Snapshot Deposit®, you accept the risk that an item may be intercepted or misdirected during transmission. The Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

The image of an item transmitted to the Bank using Snapshot Deposit® 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. You warrant to the Bank that:

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

If you believe you may have deposited a check more than once, please contact us immediately at (800) 272-9933.

You will indemnify, defend, and hold harmless the Bank, and its respective directors, officers, employees, and agents (collectively, "Indemnitees") 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 Indemnitees 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 Agreement, including, but not limited to, (i) failure to follow the eligibility or endorsement standards outlined in this Agreement, (ii) duplicate scanning of the same original item, (iii) transmission of duplicate items, (iv) calculation errors of deposit totals, (v) numerical errors on deposit data entry, and (vi) fraudulent or unauthorized use of your hardware, Login ID or password;

- (b) Any material breach in a representation, warranty, covenant, or obligation of you contained in this Agreement;
- (c) The violation of any applicable law, statute, or regulation in the performance of your obligations under this Agreement;
- (d) The 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 Devices or the original paper items, or (ii) properly and timely dispose of original paper items in accordance with this Agreement, in which event such Losses and Liabilities shall include without limitation consequential damages.

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost to us, any originals or copies of items deposited through Snapshot Deposit® in your possession and your records relating to such items and transmissions.

**SECURE MESSAGING:** The Service provides secure messaging so you can ask questions about your account(s), the Service, and for general feedback. Secure messaging is accessible after you log in 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 messaging 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, call your local branch or contact us toll free at (800) 272-9933, Monday – Friday, 7:00 a.m. (PT) to 7:00 p.m. (PT), excluding Bank holidays.

**CHAT:** The Service provides chat so you can ask questions about your account(s), the Service, and for general feedback. Chat is accessible after you log in to the Service. Chat is available during business hours from 7:00 a.m. (PT) to 7:00 p.m. (PT) Monday – Friday, excluding Bank holidays.

**ACCOUNT STATEMENTS:** You will not receive a separate account statement for transactions initiated via the Service. Transfers to and from your accounts using the Service will appear on the respective periodic account statements. Managing delivery options for periodic account statements is available through the Service subject to technological standards and acceptance of eStatement Terms and Conditions.

**BILL PAY:** Bill Pay is available through the Service, after you log in and upon enrollment and acceptance of Bill Pay Terms and Conditions.

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

**MISCELLANEOUS:**

- A. The Bank is not responsible for translating any of the information contained within the Service to any other language and we are not responsible for the accuracy of any third party translating services.

- B. This Agreement will be governed by and interpreted in accordance with Federal laws and regulations, or to the extent there is no applicable Federal law or regulation, by the laws of the state where you opened your deposit account(s).
- C. The Service may provide links to third party websites without endorsing the accuracy or safety of the third party service, and the Bank disclaims all liability for any linked sites or their content. It is important for you to take necessary precautions to ensure appropriate safety from viruses, worms, Trojan horses, and other potentially destructive items. When visiting external websites, you should review those websites' terms of use and privacy policies to learn more about how they collect and use any personally identifiable information.
- D. The Bank reserves the right to employ cookie technology as a prerequisite for your use of the Service. Not allowing cookies may prevent the Service from functioning as intended.
- E. You are responsible for the accuracy of your data entry and use of the Service when accessing accounts and conducting transactions. The Bank is not liable for errors caused by your misuse or error. This includes any error caused by "pre-filling" or automated entry done on your behalf by the Device or Service.
- F. The Bank shall not be liable for any failure to perform its obligations under this Agreement due to the occurrence of an event beyond our control (including without limitation as fire, flood, power outage, acts of God, government or civil authority, civil or labor disturbance, war, riots, or the failure of our service providers to perform).

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

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

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

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

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

**OVERDRAFTS:** If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, 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 the Bank's discretion and without prior notification to you, be canceled. In addition, all overdraft charges that apply will be debited from your account. You also authorize the Bank to charge any or all of your accounts to cover uncollected funds or overdrafts in your designated account(s).

**POSTING ORDER OF ITEMS PRESENTED:** Banner Bank's policy regarding posting order of items is disclosed in the Payment Order of Items disclosure for your account. The order in which items appear online does not necessarily reflect the order in which the items ultimately were posted.

**CHANGES IN TERMS:** We reserve the right to change any terms or conditions described in this Agreement. Notification of such changes will be posted or sent at least thirty (30) days in advance of the effective date of any adverse change to you for this Service, such as for transactions, fees, limits on the type, amount or frequency of transactions, or increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the Service. If such a change is made for security reasons and it can be disclosed without jeopardizing the 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) to which these changes relate or your use of the Service.

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

**OUR RIGHT TO TERMINATE OR SUSPEND:** We may cancel, suspend or limit your access to the Service at any time, without prior notice and for any reason. After cancellation, suspension or limited access, online banking services may be reinstated at Bank's discretion. To inquire about reinstating your access to the Service, contact us at (800) 272-9933. If you do not access your Bank account(s) through the Service for three months, we may also disable your access to the Service without notice.

**CONTACT AND SUPPORT:**

- Telephone – You may contact us by telephone at (800) 272-9933 Toll Free; Business hours are from 7:00 a.m. (PT) to 7:00 p.m. (PT) Monday – Friday, excluding Bank holidays.
- Chat – You may contact us by initiating a Chat session within the Service during Business hours.
- Secure Messaging – You may contact us by using the Messages function through the Service 24 hours a day, 7 days a week. Responses will take place during Business hours.
- Postal Mail – You may 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 in person at any of our branches during branch Business hours.

**THIRD PARTY FEES:** Any agreement you may have with any unaffiliated service providers, including, but not limited to, your telecommunications 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 the Service (for example, your mobile service or Internet provider may impose data usage or text message charges for your use of or interaction with the Service) and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your unaffiliated service providers are responsible for its products and services. Accordingly, you agree to resolve any problems with your unaffiliated service providers directly without involving the Bank.



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

You agree not to use the Service or the content or information delivered in any way that 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 the Service software; (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service 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 the Bank or our affiliates or service providers, or cause the Bank 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 the Service; (ix) interfere with or disrupt the use of the Service 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).

You agree that the Service is for your use only. You agree not to resell or make commercial use of the Service.

You agree not to access or use the Service from locations outside of the United States, Canada or Mexico, and we specifically do not warrant the functionality of the Service regardless of location. You agree to comply with all applicable laws, rules, and regulations in connection with the Service.

**YOUR PRIVACY:**

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

**THIRD PARTY BENEFICIARIES:** You agree that our Service providers (including any provider of the Service software) may rely upon your agreements and representations in this Agreement, and such service providers are third party beneficiaries of such agreements and representations, with the power to enforce those provisions against you, as applicable and as the circumstances or context may require.

**WARRANTY DISCLAIMER:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, BANK DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. BANNER BANK MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY THIRD PARTY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF THE SERVICE, THAT THE SERVICE WILL OPERATE WITHOUT ERRORS OR THAT THE SERVICE WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BANK IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF THE SERVICE (INCLUDING ANY SOFTWARE OR THEIR MATERIALS SUPPLIED IN CONNECTION WITH THE SERVICE) SHALL BE FOR THE BANK TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT THE APPLICABLE SERVICE.

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

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

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

**INDEMNITY:** YOU AGREE TO INDEMNIFY, HOLD HARMLESS, AND DEFEND US, OUR OFFICERS, DIRECTORS, EMPLOYEES, 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 THE SERVICE, OR THE USE OF THE SERVICE BY ANY OF YOUR CO-DEPOSITORS OR ANY OTHER PERSON WHOM YOU HAVE PERMITTED TO USE THE SERVICE, 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.

**ELECTRONIC FUND TRANSFER**  
***Your Rights & Responsibilities for Online or Mobile Banking***

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

**COMPUTER TRANSFERS**

You may access your accounts by computer through online banking at [www.bannerbank.com](http://www.bannerbank.com) and using your electronic credentials to:

- Transfer funds from your checking and/or savings to your checking and/or savings
- Transfer funds from your line of credit to your checking and/or savings
- Make payments from checking and/or savings to a loan account with us
- Make payments from checking accounts with us to pay bills in the amount and day requested
- Get account information including checking, savings, loan, and/or cd accounts
- Initiate transfers with other institutions (see additional information for **Bank to Bank Transfers**)
- Process and submit deposits electronically (see additional information for **Remote Deposits**)

### **MOBILE BANKING TRANSFERS**

You may access your accounts through web-enabled cell phone access at [www.bannerbank.com](http://www.bannerbank.com) or by downloading the Banner Bank Mobile App and using your electronic credentials to:

- Transfer funds from your checking and/or savings to your checking and/or savings
- Transfer funds from your line of credit to your checking and/or savings
- Make payments from checking and/or savings to a loan account with us
- Make payments from checking accounts with us to pay bills in the amount and day requested
- Get account information including checking, savings, loan and/or cd accounts
- Initiate transfers with other institutions (see additional information for **Bank to Bank Transfers**)
- Submit deposits using your smart phone (see additional information for **Snapshot Deposit**)

All forms of Mobile Banking (Web, App, & Text) require Online Banking Enrollment. Information regarding smartphone apps is available at [www.bannerbank.com](http://www.bannerbank.com). Set-up details for Mobile Text Banking are available when logging into your online banking at [www.bannerbank.com](http://www.bannerbank.com).

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

### **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 ["Account(s)"] and certain deposit or investment accounts (checking, savings, or money market accounts) at other U.S. financial institutions ["External Account(s)"]. These fund transfers are referred to as "Bank to Bank Transfers". Excess activity fees may apply if you exceed transaction limits for MMDA/Savings Accounts.

### **SNAPSHOT DEPOSIT**

Upon enrollment, you may deposit checks from your mobile device. Daily deposits are limited to 3 items totaling \$2,500. Monthly deposits are limited to 15 items totaling \$10,000. Snapshot deposit cannot be used for foreign (Non-U.S.) checks.

Deposits must be received by 6:00 p.m. Pacific Time in order to be considered deposited on the same day. Deposits received after 6:00 p.m. Pacific Time will be considered deposited on the next business day. Although credited, funds may not be made immediately available. Please see our Funds Availability Policy [located at describe] for further details.

### **GENERAL LIMITATIONS**

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

- Transfers or withdrawals from a Money Market account and/or Savings account to another account you have at Banner Bank or to a third party by means of a preauthorized or automatic transfer, telephone order or instructions, computer transfer (including bill payments and transfers), or by check, draft, debit card, or similar order to a third party, are limited to 6 per month (by statement cycle day) except when performed at an ATM or Banner Bank branch.

- If you exceed the transfer limitations set forth above for Money Market or Savings accounts, not only will the excessive transactions result in transactional fees, but your account shall be subject to closure.

Refer to the ***Schedule of Fees*** and ***Truth in Savings Disclosure*** for your account for additional terms, conditions, limitations, and fees.

### **FINANCIAL INSTITUTION'S LIABILITY**

#### ***Liability for failure to make transfers***

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

We will not be liable, for instance:

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

### **CONFIDENTIALITY**

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

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- As explained in the separate ***Privacy Statement Disclosure***.

### **UNAUTHORIZED TRANSFERS**

#### ***Consumer Liability***

Tell us at once if you believe your Online or Mobile banking user ID and/or password has been lost, stolen or otherwise compromised, 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, theft or compromise of your Online or Mobile Banking user ID and/or password, you can lose no more than \$50 if someone used your Online or Mobile Banking user ID and/or password without your permission.

Also, if you do NOT tell us within 2 business days after you learn of the loss, theft or compromise of your Online or Mobile Banking user ID and/or password, and we can prove that we could have stopped someone from using your Online or Mobile Banking user ID and/or password 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 Online or Mobile Banking, 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.

**Contact in the event of unauthorized transfer**

Call or write to us if you believe:

- Your card and/or code has been lost or stolen
- A transfer has been made using the information from your check without permission

**ERROR RESOLUTION NOTICE**

In case of errors or questions about your electronic transfers contact us 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.

You may contact us the following ways:

Toll Free Phone:	<b>1-800-272-9933</b>	<i>Monday-Friday from 7am to 7pm Pacific Time</i>
Email:	<a href="mailto:BannerBank@BannerBank.com">BannerBank@BannerBank.com</a>	
Secure Message:	<i>Submit a secure message using your Banner Bank Online Banking Access</i>	
Mailing Address:	Banner Bank Attn: Electronic Disputes PO Box 907 Walla Walla, WA 99362	

*Our business days are Monday – Friday, excluding Holidays*

When you contact us please be prepared with or explain the following:

- Tell us your name and account number (if any).
- 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.
- 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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have 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.

For errors involving new accounts, point-of-sale, or foreign initiated transactions, we may take up to 90 days to investigate your complaint or questions. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may request copies of the documents that we used in our investigation.