

## Security State Bank

### Business Internet Banking Services Terms and Conditions

These Internet Banking Services Terms and Conditions (the "Terms and Conditions") set forth the terms and conditions pursuant to which Security State Bank shall provide certain Internet banking services as more fully described herein (the "Services"), through access to the Internet banking system maintained by Security State Bank (the "Internet Banking System"), to the individual, business, corporation, partnership, company or other account owner(s) (hereinafter referred to as "you" and/or "your", as applicable), identified in the Internet Banking Enrollment Form completed by you and delivered to Security State Bank to perform a number of banking functions through the use of a personal computer, or for some functions a mobile device (e.g., tablet or Smartphone) on accounts linked to this service and which incorporates by reference, and makes such Services and access to the Internet Banking System subject to Your acknowledgment of and agreement with these Terms and Conditions.

For purposes of these Terms and Conditions, an "Affiliate" of Security State Bank shall include any and all subsidiaries of Security State Bank, and any entity controlling, controlled by or under common control with Security State Bank, and any other bank or entity providing Services pursuant to Security State Bank's request or instruction. By your use and your continued use of the Services, you agree to accept and fully comply with all of these Terms and Conditions.

This Agreement, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules that control your account(s) with us. Other documents that form this contractual agreement may include, but are not limited to, Important Information about Your Deposit Account Terms and Conditions, Signature Card/Account Agreements, Cash Management Origination Agreement, and any Change in Terms notice relating to your account(s). Security State Bank may, from time to time, introduce new Online and Mobile Banking services. By using those services when they become available, you agree to be bound by the Terms and Conditions contained in this Agreement and its subsequent amendments. A copy of these Terms and Conditions are accessible at [www.ssbwa.com](http://www.ssbwa.com).

1. **General Restrictions.** To use the Services, you must (i) have at least one account with Security State Bank and access to Internet service, (ii) maintain a valid e-mail address and agree to accept (and not block, opt out or unsubscribe from receiving) e-mail notifications and correspondences related to Security State Bank's provision of the Services, (iii) duly execute an Internet Banking Enrollment Form, and (iv) be approved by Security State Bank, in Security State Bank's sole discretion, to access the Internet Banking System. Security State Bank may revoke your authorization to use the Internet Banking System or the Services at any time and without notice, for security reasons or for any other reason, at Security State Bank's sole discretion.
2. **Account Access and Security.**
  - a. Any authorized signer may have access to the accounts set up on your Internet Banking Account (hereafter referred to as "End User").
  - b. In connection with your execution of an Internet Banking Enrollment Form, you will be assigned a login identification ("ID"). Security State Bank will issue to the End User a temporary password, by e-mail, in order for you to access the Internet Banking System. Your login credentials are used to identify you when accessing Online Banking. They act as your signature. For information regarding creating a strong password, visit [www.ssbwa.com](http://www.ssbwa.com). If any of your accounts are joint accounts or have additional authorized signers, each owner, or authorized signer is entitled to and should have their own login credentials to access their Internet Banking Account. The sharing of credentials is not recommended and could potentially place your information at risk.
  - c. If any password for any login ID of an End User is entered incorrectly three (3) consecutive times, Security State Bank may revoke your access to that login ID or take such other action as Security State Bank determines to be appropriate in its sole discretion. To re-establish access to any login ID, the End User must initiate a reset of the password via the login screen or contact Security State Bank to obtain a new temporary password.
  - d. It is important to protect any login IDs and passwords and you accept full responsibility for the confidentiality and security of any login ID and password of the End User. Any advice or requirements for such login IDs or passwords provided by Security State Bank or any other party shall not constitute

any representation or warranty of Security State Bank with respect to the security of such login IDs or passwords.

- e. Security State Bank may, but is not required to, elect to verify the authenticity or content of any instruction or action made by you through the Internet Banking System. If Security State Bank is unable to verify an instruction to its satisfaction, it may reject the instruction in its sole discretion.
  - f. Security State Bank is authorized to rely on instructions received from and actions made by any person using the login ID and password of the End User. The instructions received from and actions taken by any person using such a login ID and password shall be deemed effective as if made by someone authorized to act on behalf of you, and you agree that Security State Bank will not be responsible for any loss that results from such instructions that Security State Bank receives from or other actions taken by such persons as if someone authorized to act on behalf of you had provided such instructions or had taken such actions.
  - g. You shall notify Security State Bank promptly if you have knowledge of or suspect (i) any unauthorized use of the access device, login ID and/or password of the End User, or (ii) that the security of any such login ID and/or password has otherwise been compromised in any way.
  - h. Security State Bank reserves the right to terminate or revoke your access to the Internet Banking System or any Services at any time and/or to impose any additional terms and conditions on your access to and use of the Internet Banking System and the Services, for any reason deemed appropriate by Security State Bank in its sole discretion, including without limitation any prolonged period of inactivity, unauthorized use of any login ID or password of your End User, or concern with the security of a login ID or password or any of your accounts or the Internet Banking System.
  - i. Access will be available to the following types of Security State Bank accounts:
    - Checking Accounts
    - Savings Accounts
    - Certificate of Deposit Accounts
    - Individual Retirement Accounts
    - Line of Credit Accounts
    - Installment Loans
    - Mortgages
    - Home Equity Loans
    - Credit Cards
  - j. Accounts With Restricted Access:
    - Any account that requires two or more signatures.
  - k. Any person you have authorized to access your Internet Banking Account is authorized to:
    - Accept Terms and Conditions, as amended from time to time.
    - Access each eligible Account of yours in any manner and for any purpose available through Internet Banking, whether available now or available at some time in the future. Access includes making transactions on linked accounts, such as checking or savings accounts.
  - l. We may remove your Internet and Mobile access if you do not sign in to either service within six (6) months. If your access has been removed, you may need to re-enroll to begin using our Internet and Mobile Banking services again.
3. **Availability.** So long as you are authorized to access the Internet Banking System, you may do so seven (7) days a week and twenty-four (24) hours a day in accordance with the terms of these Terms and Conditions. You may use Internet Banking as often as you would like. Not all of the Services will be available at all times and your access to the Internet Banking System may, from time to time, be generally unavailable for system maintenance or because of other technical issues. We do not guarantee functionality of Internet or Mobile Banking services on all devices, on all communications networks, in all geographic regions, or at all times. Security State Bank is not responsible for compatibility with and performance of the carrier

networks. Your accessibility to the Internet and Mobile Banking services may be interrupted because of conditions beyond our control, including outages in Internet Availability. In the case of a disaster, Internet and Mobile Banking may be suspended in order to allow emergency and responding personnel to use the carrier networks. In no event, regardless of cause, shall we be liable to you for the unavailability of Internet and Mobile Banking services, or your inability to access or to execute Internet or Mobile Banking functions.

4. **Limitations on Frequency of Transfers and Dollar Amounts.** Internet transfers must not exceed your Available Balance in the Account on the day the transfer is made. Transfers from your line of credit account are subject to the terms of the credit agreement. If you make Internet Banking Transfers from your money market or savings account to another of your Accounts, those transfers are subject to the Transfer Limits contained in the Your Deposit Account Truth in Savings brochure. If you exceed the transfer limits, then Security State Bank may charge an Excess Reg D fee, close the account or change the type of account.
5. **Services Offered.** The Services provided under these Terms and Conditions to you include, but are not limited to and are subject to change without notice to you: (i.) The ability to view the balance of Your accounts with Security State Bank, (ii.) the ability to view account transaction histories for a minimum of ninety (90) days, (iii.) the ability to transfer funds between your different accounts with Security State Bank, (iv.) the ability to make stop payment requests, (v.) the ability to view images of cleared checks for a minimum of ninety (90) days, (vi.) the ability to change your address, (vii.) Internet Bill Payment services, if you have a checking account with Security State Bank (requires enrollment), (viii.) view an Electronic copy of your account statement (requires enrollment), (ix.) Mobile Banking Services (requires enrollment), and (x.) the ability to set up and receive alert notifications.

6. **Transfer Processing**

Date of Immediate Transfer Request	Date Immediate Transfer will be made
On a business day - Before 5:45 p.m. Pacific Time	Same Business Day that the transfer is requested. <sup>1</sup>
On a business day - After 5:45 p.m. Pacific Time	Transaction will post the next Business Day after the transfer is requested. <sup>1</sup>
On a day other than a Business Day	Transaction will post the next Business Day after the transfer is requested. <sup>1</sup>
Date of Scheduled (recurring) Transfer Request	Date Schedule Transfer will be made
On a Business Day <sup>2</sup>	Transaction will post the same Business Day at approximately 8 a.m. on the day the transfer was scheduled.
On a day other than a Business Day	Transaction will post the next Business Day at approximately 8 a.m. after the day the transfer was scheduled.

<sup>1</sup> transferring to a Security State Bank checking or savings account, the funds are available upon completion of the transfer. <sup>2</sup> scheduling recurring transfers, if the first transfer is scheduled for the same Business Day the request is made, the first transaction will follow the "Date of Immediate Transfer Request" rules and the remaining scheduled transfers will follow the "Date of Scheduled Transfer Request" rules. For purposes of these Terms and Conditions, "Business Day" shall mean every day that is not a Saturday, Sunday or a federal holiday. You may cancel or make changes to a future dated transfer up to 5:45 p.m. Pacific time on the day of the Scheduled Transfer by cancelling the transfer found in "Scheduled Transfers". Security State Bank may reject a transfer instruction if there are insufficient available funds in your Account or for any other reason.

7. **Bill Payment Processing.** The Bill Pay service is available to customers that are enrolled in Online Banking.
  - a. The Bill Pay service allows you to use your accounts to pay a bill or to make payments to a business or other payee that has a mailing address within the U.S. You agree that if you attempt to make payments to a payee outside the U.S., neither Security State Bank nor Our designated Bill Pay processor ("processor") will be responsible for that payment.
  - b. By enrolling for the Bill Pay service, you authorize Security State Bank and the Bill Pay processor to follow the payment instructions you have provided using your Internet Banking.

- c. You will provide Security State Bank with the names, addresses, phone numbers, and account information of those persons or entities to whom you wish to make a Bill Payment.
  - d. When you initiate a Bill Payment, you authorize Security State Bank to charge your account on a Business Day provided in the transaction and to remit funds to the payee on your behalf electronically, provided electronic payments are permitted and accepted by the payee. If the payee does not permit and accept electronic payments from our Bill Pay processor, then those funds will be remitted to the payee through the use of a paper check issued by our Bill Pay processor and payable to the payee. Such paper check will state that it represents a payment from you and will indicate the account number of your account with the payee.
  - e. Payments can be sent to payees electronically or by check. As a number of different factors are considered to determine how the payment will be sent, we cannot tell which method of payment will be used until the payment is processed. Based on factors considered, our payment system selects the most appropriate method. Electronic payments are sent whenever possible. If a payee accepts checks only, a check is sent.
  - f. While it is anticipated that most Bill Payments will be processed and completed on the same business day selected for the Bill Payment Process Date, it is understood by you that due to circumstances beyond the control of Security State Bank, delays such as a delay by the payee and the payee's bank/agent in handling and posting the Bill Payments or a delay in delivering the payment via US postal service, some Bill Payments may take longer to be posted to your account at the payee. For this reason, Security State Bank recommends that you select a Bill Payment Process Date which is at least 4 Business Days before the actual due date of the payment. You agree that Security State Bank will not be responsible for any Bill Payment that is received or posted by the payee after the grace period or that result in a late charge or penalty being assessed by the payee if you do not follow this recommendation. In such event, you agree that you shall have the sole risk of incurring and the sole responsibility for paying any and all late charges or penalties assessed by the payee.
  - g. You may use the Bill Pay service to authorize automatic recurring payments of recurring bills. These payments must be for the same amount each month and they will be paid on the same calendar day of each month, or on the preceding Business Day if the regular payment day falls on a weekend or holiday.
  - h. When available by the biller, you may set up ebills to electronically receive and pay your bills. (Only available for participating merchants.)
  - i. Cancellation of Bill Payments. To cancel a scheduled bill payment using the Internet Bill Payment services, you must cancel the payment online when the item is in pending status. You cannot cancel a bill payment once it has been debited from an account of yours. If the payment is made by paper draft, you may be able to stop the payment by calling the Customer Care Center of Security State Bank before the draft has cleared. In order for Security State Bank to determine if payment might be cancelled, you must clearly identify the payment by providing the payee, the payee assigned account number (if any), the amount, the scheduled date of the payment, and/or the Internet banking identification number assigned for the payment.
8. **Mobile and Text Banking.** Security State Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, mobile browser or the Security State Bank Mobile App as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. Message & Data rates may apply. By participating in Mobile Banking, you are agreeing to the terms and conditions presented here. You agree that you are solely responsible to understand how to properly use your mobile device to access the Mobile or Text Banking services and that any fees incurred by your network provider when accessing your account, initiating transactions and downloading account information are solely your responsibility.
9. **Mobile Deposit.** Mobile Deposit uses a smartphone camera to take a picture of the front and back of each check and submit the images electronically to make deposits to your checking or savings accounts. When capturing the images, visual brackets provide a guide for centering the check. Each check image is analyzed for quality

upon submission; if the image does not pass, the customer is immediately notified and they can re-capture the check image. Customers can cancel the transaction at any time during the mobile deposit process. However, once the transaction has been submitted, it cannot be canceled.

- a. **Eligible items.** We can accept checks payable to you, drawn on a U.S. Bank. We cannot accept: checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into, checks payable jointly unless deposited into an account in the name of all payees, traveler's cheques, money orders, checks drawn on a financial institution located outside the U.S., checks not payable in U.S. currency, substitute checks, or returned checks, checks dated more than 6 months prior to the date of deposit.
  - b. **Image Quality Requirements.** The check images presented to the bank must accurately represent all information on both sides of the checks and check images must contain all endorsements.
  - c. **Deposit Limits.** You may deposit one check at a time with a per deposit limit of \$1,500. You may deposit up to \$2,500 a day.
  - d. **Endorsement.** You agree to endorse the check as "For mobile deposit at Security State Bank". If the check is not endorsed correctly, we may reject the deposit.
  - e. **Funds Availability.** If you make a deposit before 5:00 p.m. Pacific Time on a business day that we are open, we will 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. Your funds will usually be available within 1 business day. Customer is responsible for verifying that deposits have posted to the appropriate account. Please note: All deposits are subject to verification and can be adjusted upon review.
  - f. **Errors.** You agree to notify the bank of any suspected errors regarding items deposited through the service immediately, and in no event later than 60 days after we sent you the account statement on which the error appeared.
  - g. **Retention/Destruction of Original Items.** After verifying the deposit has been received, you agree to securely store and retain the check(s) for at least 60 calendar days from the date of the image transmission. During this period you agree to promptly provide the check to the bank if requested. After 60 days, you agree to shred the deposited items.
10. **Stop Payments and Cancellations.** Any stop payment request submitted via the Internet Banking System for a check written on an account of yours will remain on the system for 182 days and is subject to the current stop payment fee. For a stop payment on an ACH item, please contact any Security State Bank branch. You are responsible for verifying that the item you are placing a stop payment on has not previously cleared your account.
11. **Notifi Alerts.** Your enrollment in Security State Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Security State Bank account(s). Alerts are provided within the following categories:
- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
  - **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.

- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the **Alerts** menu within **Security State Bank** Online Banking and **Alerts** menu within **Security State Bank** Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. **Security State Bank** reserves the right to terminate its Alerts service at any time without prior notice to you.

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

**Alerts via Text Message.** To stop Alerts via text message, **text "STOP" to 99588 at anytime.** Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in **Security State Bank** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to **99588.** In case of questions please contact customer service at **800-242-2036.** Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

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

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

12. **Schedule of Fees.** The Internet and Bill Payment services are free and are subject to change at our discretion. There is no monthly fee to use the Business Mobile Banking service. For Business Mobile Deposits, there is a \$0.50 per item deposited fee. This fee will show on your monthly account statement. Additional services for Cash Management require a separate agreement and are subject to additional fees.
13. **Sufficient Funds.** You agree to maintain sufficient funds in your accounts with Security State Bank to cover any transfers, payments, or other debits initiated through the Internet Banking System.
14. **Electronic Delivery of Notices and Disclosures.**
  - a. Any Security State Bank checking, savings, IRA, HSA, or certificate of deposit are eligible to receive an electronic copy of their statement via our eStatement service.
  - b. If you choose the eStatement service from Security State Bank, you will receive an email alert when your periodic online statement is ready. It is your responsibility to inform us of any changes to your email address. The only notice that you will receive advising you that your electronic periodic statement is now available will be by email alert sent to the single, specific email address selected, confirmed, and validated

by you upon enrollment. One attempt will be made to notify you by email that your eStatement is available to view. If the email address provided is returned as "undeliverable" for two consecutive months, you will be converted back to paper statements as required by regulation and all applicable fees for mailing a statement will apply. Any and all notices sent by Security State Bank to the email address will constitute sufficient and effective delivery to you and all owners of the information contained in your electronic statement whether or not you access or review the notice, Internet banking site, or specific electronic statement, and shall be deemed to have been delivered to you personally, whether actually received or not. You agree to maintain access to Internet Banking in a manner that gives you continuous ability to access, review, and print your electronic statements. There are certain risks associated with the transmission of email notices through the Internet including but not limited to unauthorized access, system outages, delays, disruption in telecommunications services and the Internet. Email is not private or secure. The email notice sent to you by email is an unencrypted, automatic notice. Although the notice is not intended to contain personally identifiable confidential financial information, it may contain in its design, part or all of your name or other identifier, which could be seen or intercepted by others if delivered to your business email address or other computers or electronic devices not exclusively under your control. Do NOT respond to the email notices by return email, or use the reply function to request information, service, paper copies or other items or to revoke consent. Security State Bank will not be responsible to act upon requests made in that manner. If you don't access Internet Banking for 24 months statements will be removed.

- c. You will have access to an electronic version of your deposit account statement(s) for up to 18 months. This service provides you with the flexibility to print and/or save account statements that are made available online. You may select electronic delivery of one or all of the listed statements.
- d. You or any designated account owner may revoke consent for the eStatement Service for one or more Security State Bank account(s) at any time by contacting a Security State Bank Representative.

15. **Disclaimer of Warranties.**

- a. TO THE FULLEST EXTENT PERMISSIBLE UNDER ANY APPLICABLE LAW, RULE OR REGULATION, SECURITY STATE BANK IS PROVIDING THE SERVICES AND THE INTERNET BANKING SYSTEM "AS IS" AND WITHOUT REPRESENTATION OR WARRANTY, AND HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, FOR THE INTERNET BANKING SYSTEM OR FOR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY, ANY WARRANTY THAT AVAILABILITY OR OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, AND/OR ANY WARRANTY TO PROVIDE ADEQUATE TECHNICAL SUPPORT.
- b. SECURITY STATE BANK RESERVES THE RIGHT TO MODIFY, AMEND, REVISE, UPDATE, SUPPLEMENT, REPLACE OR CHANGE THE INTERNET BANKING SYSTEM, THE SERVICES, THESE TERMS AND CONDITIONS, AND/OR THE INFORMATION AND MATERIALS PROVIDED THEREUNDER FROM TIME TO TIME, BUT IS UNDER NO OBLIGATION TO DO SO.
- c. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ANY SECURITY, TECHNICAL OR SIMILAR REQUIREMENTS, GUIDANCE OR ADVICE PROVIDED BY SECURITY STATE BANK, DIRECTLY OR INDIRECTLY, AND RELATING TO YOUR USE OF THE SERVICES AND/OR YOUR ACCESS TO THE INTERNET BANKING SYSTEM, SHALL NOT SERVE AS A WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, OF THE SECURITY OF
  - i. THE INTERNET BANKING SYSTEM,
  - ii. YOUR USE OF THE SERVICES, OR
  - iii. YOUR ACCOUNT(S) WITH SECURITY STATE BANK, GENERALLY OR SPECIFICALLY WITH RESPECT TO THE LOGIN ID AND PASSWORD OF THE END USER, SUPERVISOR OR OF ANY OTHER AUTHORIZED USER. YOU ACKNOWLEDGE AND AGREE THAT SECURITY STATE BANK IS NOT RESPONSIBLE FOR ANY LOSS OR LOSSES RESULTING FROM YOUR USE OF THE SERVICES AND THE INTERNET BANKING SYSTEM EXCEPT TO THE EXTENT ANY SUCH LOSS OR LOSSES ARE ATTRIBUTABLE TO THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF SECURITY STATE BANK.

- d. SECURITY STATE BANK IS NOT RESPONSIBLE FOR THE CONTENTS, AVAILABILITY, SUITABILITY OR SECURITY OF ANY THIRD PARTY PRODUCT, SERVICE OR RESOURCE THAT MAY FROM TIME TO TIME BE IDENTIFIED, REFERENCED OR MADE AVAILABLE AS PART OF THE SERVICES OFFERED BY SECURITY STATE BANK AND/OR ANY THIRD PARTY WEBSITE THAT MAY BE ACCESSIBLE VIA THE INTERNET BANKING SYSTEM. YOU HEREBY ACKNOWLEDGE AND AGREE THAT SECURITY STATE BANK MAKES SUCH THIRD PARTY PRODUCTS, SERVICES, RESOURCES AND/OR WEBSITES AVAILABLE OR ACCESSIBLE "AS IS" AND WITHOUT ANY REPRESENTATION, WARRANTY OR ENDORSEMENT BY SECURITY STATE BANK. YOU FURTHER ACKNOWLEDGE AND AGREE THAT SECURITY STATE BANK SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OF OR RELIANCE ON ANY SUCH PRODUCT, SERVICE OR RESOURCE, OR THE CONTENT, ADVERTISING, PRODUCTS, SERVICES OR OTHER MATERIALS ON OR AVAILABLE AT, FROM OR THROUGH ANY SUCH OTHER WEBSITE.
16. **Limitation of Liability.** You will tell us at once if you believe your access device has been lost or stolen, or of any circumstances in which you believe or reasonably should believe that the security of your account is at undue risk. Limitations on your liability are governed by the time limitations and amounts set forth in our EFT Disclosures.
17. **Indemnification.** You agree to indemnify Security State Bank, and all of its officers, directors, managers, employees, agents, representatives, successors and assigns against, and hold Security State Bank, and all of its officers, directors, managers, employees, agents, representatives, successors and assigns harmless from, any and all claims, debts, demands, proceedings, losses, liabilities, damages, costs, charges and expenses (including court costs and attorneys' fees), directly or indirectly resulting from Your failure to comply with these Terms and Conditions, any other agreement you have with Security State Bank, the Rules, and any agreement you have with a third party, and/or any applicable law, rule or regulation.
18. **Release.** YOU HAVE ACKNOWLEDGED AND AGREED THAT YOU ARE USING THE INTERNET BANKING SYSTEM AND THE SERVICES AT YOUR OWN RISK, AND, SUBJECT TO THE LIMITATIONS CONTAINED IN THE EFT DISCLOSURES, YOU HEREBY RELEASE SECURITY STATE BANK AND ITS AFFILIATES (AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, SHAREHOLDERS, AGENTS AND REPRESENTATIVES) FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES (ACTUAL, CONSEQUENTIAL AND OTHERWISE) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (i) YOUR ACCESS TO AND USE OF THE INTERNET BANKING SYSTEM, (ii) YOUR USE OF ANY SERVICES; OR (iii) ANY DEFICIENCY, ERROR, LACK OF AVAILABILITY OR INTERRUPTED AVAILABILITY, OR CLAIM OR DAMAGES OF ANY KIND, ARISING FROM YOUR ACCESS TO AND USE OF (OR INABILITY TO ACCESS AND USE) THE INTERNET BANKING SYSTEM AND/OR THE SERVICES; PROVIDED, HOWEVER, THAT YOU DO NOT RELEASE SECURITY STATE BANK FROM ANY CLAIMS, DEMANDS, OR DAMAGES ARISING FROM SECURITY STATE BANK' NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS.
19. **Time Zone.** Any time stated in these Terms and Conditions shall mean such time at Pacific Standard Time or Pacific Daylight Time, as applicable in Washington State, United States of America.
20. **Termination.** Security State Bank may terminate these Terms and Conditions, with or without cause, at any time; provided, however, these Terms and Conditions shall continue to be in full force and effect for all electronic entries initiated by you prior to the termination of these Terms and Conditions and any provision of these Terms and Conditions which may reasonably be interpreted or construed as surviving the termination of these Terms and Conditions for any reason whatsoever.
21. **Waiver.** No delay or failure by Security State Bank to exercise any right, remedy or power hereunder shall impair the same or be construed as a waiver thereof. The waiver by Security State Bank of a breach by you of any provision of these Terms and Conditions shall not operate or be construed as a waiver of any subsequent breach or any other obligation you may have to Security State Bank.
22. **Force Majeure.** Nonperformance by Security State Bank shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where such failure to perform is beyond the control of Security State Bank.

23. **Headings.** Headings used in these Terms and Conditions are for reference purposes only and in no way define, limit, construe or describe the scope or extent of the provisions contained herein or in any way affect these Terms and Conditions.
24. **Severability.** In the event that any provision of these Terms and Conditions shall be held to be invalid or unenforceable, the remaining provisions hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof.
25. **Governing Law; Jurisdiction.** These Terms and Conditions shall be governed by and construed under the laws of the State of Washington, without reference to the conflict of laws principles thereof. The parties hereby irrevocably agree that all actions or proceedings in any way, manner or respect arising out of or from or related to these Terms and Conditions or the transactions referenced herein shall be litigated only in courts having situs within Washington State. In connection therewith, the parties hereby consent and submit to the jurisdiction of any local, state or federal court located within said county and state and hereby waive any right the parties may have to transfer or change the venue of any such litigation.
26. **Business/Cash Manager Accounts.** Business access includes all the features of a consumer access and other Services made available by Security State Bank from time to time, which you have selected and for which you have been approved and authorized by Security State Bank to use, including without limitation Automated Clearing House ("ACH") credit and debit originations, wire transfer requests, EFTPS Tax Payments, and additional security features and controls. Note: Business customers using our Online Cash Management services will require additional Agreements and may have additional Terms and Conditions.
- a. If you are accessing Internet Banking services for a business entity, you agree that you are authorized to act on behalf of that business entity to enter into this Agreement.
  - b. All optional ACH and wire transfer services provided by Security State Bank are subject to assigned daily limits and approval by Security State Bank, in its sole discretion. Additional fees may apply.
  - c. ACH Debits or Credits: Security State Bank will transmit and process ACH debits and credits in accordance with the rules of the National Automated Clearing House Association ("NACHA") as currently in effect and as amended from time to time (the "Rules"). You shall be bound by and comply with the Rules as well as the provisions of these Terms and Conditions. A copy of the Rules may be obtained from the web site of the NACHA at [www.nacha.org](http://www.nacha.org). ACH submissions by you are also subject to all applicable laws, rules and regulations, including but not limited to those promulgated by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"). You represent and warrant that you are not on OFAC's list of Specially Designated Nationals and Blocked Persons ("SDN List"), and that you shall not engage in transfers to, from, or on behalf of, any party on the SDN List. Before initiation of an ACH credit or debit to the account of a "Consumer", which shall mean the person whose account is being credited or debited by you, you will obtain proper authorization from the Consumer to make such entries to the Consumer's account in accordance with the Rules and U.S. law. In the case of ACH debits, you shall provide the Consumer with a copy of the authorization as required by the Rules. You will retain the original or a copy of the authorization and will furnish such authorization to Security State Bank upon request of Security State Bank. Before initiation of ACH credits or debits to the Consumer's account, you will also send pre-notification in the appropriate format, within the time limits prescribed in the Rules or by Security State Bank. If you receive notice that a pre-notification or ACH entry has been rejected by the receiving financial institution, you will not submit further entries until the cause for rejection has been corrected and another pre-notification has been submitted and accepted within the prescribed time limits. Should you wish to change the amount or date of billing of an electronic debit entry in respect of any Consumer, you shall mail or deliver written notice to the Consumer at least ten (10) days before such electronic debit entry is to take place, advising the Consumer as to the amount and the scheduled date of the electronic debit entry; provided, however, should you inform a Consumer of his/her right to receive notice of all electronic debit entries varying in amount and the Consumer elects to receive such notice only when an electronic debit entry does not fall within a specified range of amounts (which shall in all respects be reasonable) or, alternatively, only when an electronic debit entry differs from the most recent electronic debit entry by more than an agreed upon amount (which shall in all respects be reasonable), then you shall mail or deliver written notice to the Consumer in accordance with such election. Notice of change in the date of billing of an electronic debit entry, however, shall be mailed or delivered to the Consumer under all circumstances. You shall comply strictly with the provisions of this paragraph. You understand that Security State Bank will be relying upon such agreement and compliance in order that Security State Bank may comply with federal and state laws and regulations

with respect to electronic fund transfers. You will prepare and submit all ACH credit and/or debit entries in accordance with the time schedule provided by Security State Bank. You will be responsible for the correctness both as to content and to form of all entries submitted. If Security State Bank determines that any information cannot be processed for any reason, Security State Bank will notify you. You will correct the information as required and re-submit the information to Security State Bank in accordance with the schedule provided by Security State Bank.

- d. You will maintain a deposit account with Security State Bank. All ACH credit and debit entries are provisional and Security State Bank may charge or credit your deposit account for any returned or rejected entries. You will maintain an available balance sufficient to cover all ACH transactions submitted. If Security State Bank processes any transactions submitted by you for which it has not received full settlement, the amount of such transaction shall become immediately due and payable by you to Security State Bank, and Security State Bank shall have the right to charge that amount to any account of yours with Security State Bank, or to receive an immediate and full refund from you.
- e. If you use the Internet Banking System to send ACH formatted files, you will provide the number of transactions in the file, and the total dollar amount of the file, in the manner and format prescribed by Security State Bank.
- f. If you discover that any entry you have initiated was in error, you may notify Security State Bank of such error and Security State Bank will utilize commercially reasonable efforts on behalf of you, consistent with the Rules, to correct the entry. Additional fees may apply for reversals and transactions originated by Security State Bank on your behalf to correct such errors. In all such cases, it shall be your responsibility to notify your affected Consumers in writing, prior to the time the correcting entry is transmitted, that an entry has been made which is at variance with the Consumer's authorization or is otherwise erroneous and the reason for the correction that is to be made.
- g. In the event that a Consumer alleges an "error" as that term is defined in Section 205.11(a) of Federal Reserve Board Regulation E, you shall provide to Security State Bank all documents and information in your possession or control and all other assistance requested by Security State Bank in a timely fashion in order to permit Security State Bank to fulfill its obligations, if any, under Section 205.11 of Federal Reserve Board Regulation E.
- h. You understand and agree that your ACH transactions are subject to pre-approved exposure limits, and that transactions in excess of such exposure limits may be rejected. In addition, certain types of ACH transactions (including, without limitation, certain international transactions) may be restricted or prohibited.
- i. Security State Bank retains the right to terminate or suspend your ability to initiate ACH transactions if it suspects, in its sole discretion, that you have breached, or there is a threat that you will breach, the Rules. You agree that Security State Bank has the right to audit your compliance with the Rules, these Terms and Conditions, and any additional agreements you and Security State Bank make with respect to your initiation of ACH transactions. These audit rights shall also apply to any Third-Party Senders (as defined in the Rules) engaged by you, and you agree to cause such Third-Party Senders to cooperate with Security State Bank in the event of such an audit.
- j. Wire Transfer Requests. Wire transfers are available for business accounts only. Additional fees may apply. Wire transfers may require positive verification of wire transfer amounts by a second party prior to submission. Wire transfer requests submitted by you are subject to all applicable laws and regulations of the United States of America, including but not limited to the Patriot Act and OFAC, and all applicable laws and regulations of the State of Washington. You represent and warrant to Security State Bank that you are not on the SDN List, and that you shall not engage in transfers to, from, or on behalf of, any party on the SDN List. If you request a wire transfer in any currency other than U.S. Dollars, Security State Bank will convert the currency at Security State Bank's current exchange rate for the specified currency. If any funds are returned to you in any currency other than U.S. Dollars, Security State Bank will convert the funds based on Security State Bank's exchange rate for that currency at the time of return. If Security State Bank does not have exchange rates for the currency involved, Security State Bank will use its commercially reasonable efforts to have the currency converted promptly through reasonable commercial and/or banking channels, and you will pay a reasonable fee to Security State Bank for such services. In no event shall Security State Bank be liable for any losses resulting from currency conversions effected by Security State Bank in good faith, within a reasonable time after receiving the funds for conversion.

- k. Security State Bank provides for dual control of ACH and wire transfer submissions, whereby authorizations from two of your authorized users are required in order to submit an ACH or wire transfer request. You agree that these are commercially reasonable and acceptable security controls and you further agree to implement these controls for ACH and wire transfer submissions.
  - l. You understand that the numbers assigned to banks and to the accounts of recipients are critical to the transfer function. If you make an error in providing such numbers, the error may cause the transfers to be made through the bank or account specified by the provided routing or account number, rather than the named or intended bank or recipient. You will be responsible for the full amount of the transfer in any such case and Security State Bank will not be responsible for any error made by you.
  - m. You may ask Security State Bank to amend or cancel requested ACH or wire transfers and Security State Bank agrees to use commercially reasonable efforts to honor such requests if they are received in a time and in a manner that gives Security State Bank a reasonable opportunity to act on the request before the ACH or wire transfer has completed. If you ask Security State Bank to attempt recovery of funds that have already been transferred, Security State Bank shall be under no obligation to do so unless and until you deposit with Security State Bank, or provide other assurance of payment satisfactory to Security State Bank, an amount determined in good faith by Security State Bank to approximate the costs and expenses, including attorney fees, which Security State Bank may incur in attempting to recover the funds. Upon such deposit or satisfactory assurance, Security State Bank will take such actions as it deems reasonable, in its sole discretion, to attempt recovery. In no event shall Security State Bank be deemed to guarantee or otherwise assure successful recovery of the funds in full or in part, nor to have accepted responsibility for any amount transferred before Security State Bank received and had reasonable time to act on a request to amend or cancel the ACH or wire transfer.
  - n. You shall pay all charges that Security State Bank may impose for ACH or wire transfers made under this section and that Security State Bank may incur for following related instructions. You shall also reimburse Security State Bank for any expenses incurred by Security State Bank in carrying out your instructions or requests.
  - o. Senior Administrators and Authorized Users. The "Senior Administrator" is the person designated as such by you on your Internet Banking Enrollment Form. The Senior Administrator shall be authorized to use the Internet Banking System solely for the Services requested by you and approved by Security State Bank for your use, and to establish and maintain the access levels and functional authority of all other Authorized User(s), as defined hereinafter, of you. An "Authorized User" shall include the End User or Supervisor and any other person whom you designate as an Authorized User on your Internet Banking Enrollment Form and any person later designated as such pursuant to a written request from an authorized signer on the account delivered to Security State Bank unless and until an authorized signer delivers a written request to Security State Bank stating that such person shall be removed as an Authorized User. You may replace the End User or Supervisor with another person by providing to Security State Bank evidence sufficient, in Security State Bank's sole discretion, to show that you have duly authorized such an action.
27. **Financial Review; Audit and Investigation.** You understand that Security State Bank may, in accordance with its internal operating policies, conduct reviews of your financial situation to determine the credit risk that you present to Security State Bank with respect to your use of the Internet Banking System in accordance with these Terms and Conditions. In connection with such reviews (which may include a review of your accounts with Security State Bank), you agree that, upon the request of Security State Bank, you shall provide Security State Bank with your most recent quarterly and annual financial statements and/or federal and state income tax returns for review by Security State Bank. Based upon such review Security State Bank may in its sole discretion determine whether you remain eligible to use any or all of the Services, and if Security State Bank so determines that you are not so eligible, then Security State Bank may, in its sole discretion, remove or suspend your access to any of the Services or terminate these Terms and Conditions immediately. In addition, upon the occurrence of any event of unauthorized use of any login ID or password of the End User, Senior Administrator or any Authorized User, or any other unauthorized access of one or more of your accounts, or any loss therefrom, you acknowledge and agree that Security State Bank, itself or through its authorized representative(s), may (but shall have no obligation whatsoever to) conduct an audit or investigation of your Internet banking practices, security procedures and protocols, and you hereby agree to provide Security State Bank with access to your facilities, equipment and personnel for purposes of enabling Security State Bank to identify the cause(s) or potential cause(s) of such unauthorized access, loss or other security breach.

28. **Entire Agreement: Amendment.** These Terms and Conditions set forth the entire agreement and understanding of the parties relating to the subject matter herein and supersede any and all prior agreements or understandings between the parties except as specified herein. Security State Bank has the right to make changes to these Terms and Conditions, from time to time, and will notify you in advance of any such changes to the extent required by law.

### **Security State Bank Mobile Deposit Terms and Conditions Addendum**

This Addendum, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules that control your account(s) with us. Other documents that form this contractual agreement may include, but are not limited to, Important Information about Deposit Account Terms and Conditions, Internet Banking Services Terms and Conditions, Signature Card/Account Agreements, Cash Management Origination Agreement, and any Change in Terms notice relating to your account(s). Unless specifically stated otherwise in this Addendum, the terms and conditions of this Addendum shall be applicable to your use of our Mobile Deposit Services.

In this Addendum, the words “you” and “your” refer to you as the person or business entity entering into this agreement, and also includes any user you authorize or we reasonably believe you have authorized to use the Mobile Deposit Service on your behalf by commercially reasonable authentication methods in use at the time. The words “we,” “us,” and “our” refer to Security State Bank and/or any of its affiliates.

1. **Services.** The Mobile Deposit Service (“Services”) are designed to allow you to make deposits to Security State Bank personal checking or money market accounts from your mobile device by scanning checks and delivering the images and associated deposit information to us or our designated processor. You are liable for selecting the account into which you deposit the Item. All deposits are final and we are under no obligation to reverse a deposit made to an account.
2. **Acceptance of these Terms.** Your use of the Services constitutes your acceptance of the Services and this Addendum. The Services are subject to change from time to time. We reserve the right, in our sole discretion, to change, modify, add, or remove features from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services and, therefore, your acceptance of any such change to this Mobile Deposit Terms and Conditions Addendum.
3. **Limitations of Service.** When using the Services, you may experience technical or other difficulties. We do not assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.
4. **Ineligible Items.** You agree to deposit only checks (“Item” or “Items”) as that term is defined in Federal Reserve Board Regulation CC (“Reg CC”), You agree that you will not use the Services to deposit any Items from your mobile device as indicated below:
  - a. Items payable or negotiated to any person or entity other than you.
  - b. Items that have already been paid or negotiated.
  - c. Items that are payable jointly, unless deposited into an account in the name of all payees.
  - d. Items on which a stop payment has been issued or for which there are insufficient funds.
  - e. Items converted to a “substitute check” as defined in Regulation CC.
  - f. Items that are not dated.
  - g. Items that are “postdated”.
  - h. Items that are stamped “nonnegotiable”.
  - i. Items dated more than six (6) months prior to the date of deposit.
  - j. Items containing obvious alteration to any of the fields on the front of the check or items, which you know or suspect, or should have known or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or Item is drawn.
  - k. Items drawn on a financial institution located outside the United States.
  - l. Items not payable in United States currency.
  - m. Items otherwise prohibited from our current procedures related to the Services or deposit services in

- general or which are otherwise not acceptable under the terms of your Important Information about Deposit Account Terms and Conditions with us.
- n. Any third party item, i.e., any item that is made payable to another party and then endorsed to you by such party.
  - o. Items that are drawn on the same account in which the deposit is being made.
5. **Image Quality.** The image of an Item transmitted to us using the Services must be legible. The image quality of the Items must comply with the requirements established by the Board of Governors of the Federal Reserve or any other regulatory agency, clearinghouse or association.
6. **Endorsement.** You agree to endorse all Items captured and submitted using the Services accurately and legibly "FOR MOBILE DEPOSIT ONLY AT SECURITY STATE BANK" or as otherwise instructed by us at the time of deposit. For a check payable to you and any joint owner(s) of your bank account, the check must be endorsed by all such payees and you may only use the Services to deposit such check into a bank account jointly owned by all such payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and any non-joint owner, you may not deposit the check into your bank account using the Services.
7. **Receipt of Items.** We reserve the right to reject any Item transmitted through the Services, at our discretion, without liability. We are not responsible for Items we do not receive or for images that are dropped during transmission. An image of Item(s) 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 or complete.
8. **Availability of Funds and Processing Time.** Items submitted through the Services are subject to the funds availability policy in your Important Information about Deposit Account Terms and Conditions applicable to the relevant account. If we receive the image of an Item for deposit before 5 p.m. Pacific Time on a Business Day (as defined in the Important Information about Deposit Account Terms and Conditions), we will consider that day the day of the deposit. If we receive the image of an Item for deposit on or after 5 p.m. Pacific Time on a Business Day or on a weekend or a non-Business Day, we will consider the next Business Day as the day of deposit.
9. **Returned Items Unpaid.** In the event that any Item is dishonored for any reason, such as insufficient funds, you authorize us to debit the amount of such Item from your account. You agree that we may charge your account a Deposited Item Returned fee as listed in the Fees & Services disclosure.
10. **Disposal of Transmitted Items.** We will provide confirmation that we have received the image of the Item. Notwithstanding this fact, you agree to safeguard and keep the original Item for sixty (60) days after you have transmitted the Item. After sixty (60) days following the deposit using the Services, you agree to mark the Item as "VOID" or properly dispose of it to ensure that it is not presented for deposit again. You will promptly provide any retained Items, or a sufficient copy of the front and back of the Item, to us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any Item, or for our audit purposes.
11. **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify the limits from time to time. Limits with respect to the number of permitted deposits or amounts will be available at [www.ssbwa.com](http://www.ssbwa.com).
12. **Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software from your mobile service provider that may be specified by us from time to time. We are not responsible for any third party software you may need to use the Services. 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 your mobile service provider at time of download and installation.
13. **Errors.** You agree to notify us of any suspected errors regarding items deposited through the Services right away, and in no event later than sixty (60) days after the applicable Security State Bank periodic statement is sent. Unless you timely notify us, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error. You are liable for selecting the account into which you deposit the Item and solely are responsible for any errors made during the account selection process. All deposits are final and we are under no obligation to reverse a deposit.

14. **Presentment.** The manner in which the Items are cleared, presented for payment, and collected shall be in our sole discretion subject to the Important Information about Deposit Account Terms and Conditions governing your account(s).

15. **Ownership and License.** You agree that Security State Bank retains all ownership and proprietary rights in the Services associated content, technology, and website. Your use of the Services is subject to and conditioned upon your complete compliance with these Terms and Conditions. Without limiting the effect of the foregoing, any breach of these Terms and Conditions immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner; (ii) for any purpose which would be contrary to our business interest; or (iii) to our actual or potential economic disadvantage in any aspect. You may use the Services only for your use in accordance with these Terms and Conditions. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

16. **DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS; (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

17. **LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF.

18. **User Warranties and Indemnification.** You agree to do the following. In the event that you fail to do the following, you agree to be liable for the amount of the Item and any subsequent costs:

- a. You will only transmit eligible Items.
- b. You will only transmit Items that meet the image quality standards.
- c. You will not transmit duplicate Items.
- d. You will ensure the Item is not re-deposited or re-presented.
- e. You will only provide accurate and true information to us.
- f. You will comply with these Terms and Conditions and all applicable rules, laws and regulations.
- g. You will indemnify and hold harmless Security State Bank from any loss for your breach of this warranty provision.

19. **Other Terms.** You may not assign these Terms and Conditions. These Terms and Conditions are entered into in Centralia, Washington, and shall be governed by the laws of the State of Washington and of the United States. If you become indebted to us by your use of these Services, you agree that we can recover the costs we incur in collecting what you owe, including attorneys' fees and costs in addition to any other remedies the court finds proper. A determination that any provision of these Terms and Conditions is unenforceable or invalid shall not render any other provision of these Terms and Conditions unenforceable or invalid.