

Security State Bank

Personal 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.

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 or complete the self-enrollment process, 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 Self Enrollment to your accounts via Security State Bank's Internet Banking, you will choose a login ID and a password 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. 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. 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/. 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.

- d. 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.
 - e. 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.
 - f. 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.
 - g. 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.
 - h. 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.
 - i. 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.
 - j. 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
 - k. Accounts With Restricted Access:
 - Any account that requires two or more signatures.
 - l. We may remove your Internet and Mobile access if you do not sign in to either service within twelve (12) 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.
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:
 - a. The ability to view the balance of your accounts with Security State Bank,
 - b. the ability to view account transaction histories for a minimum of ninety (90) days,
 - c. the ability to transfer funds between your different accounts with Security State Bank,
 - d. the ability to transfer funds to another institution using TransferNow,
 - e. the ability to make stop payment requests,
 - f. the ability to view images of cleared checks for a minimum of ninety (90) days,
 - g. the ability to change your address,
 - h. Bill Payment services, if you have a checking account with Security State Bank (requires enrollment),
 - i. Mobile Banking Services (requires enrollment)
 - j. view an Electronic copy of your account statement (requires enrollment),
 - k. and 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. ¹
On a business day - After 5:45 p.m. Pacific Time	Transaction will post the next Business Day after the transfer is requested. ¹
On a day other than a Business Day	Transaction will post the next Business Day after the transfer is requested. ¹
Date of Scheduled (recurring) Transfer Request	Date Schedule Transfer will be made
On a Business Day ²	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.

¹ transferring to a Security State Bank checking or savings account, the funds are available upon completion of the transfer. ² Scheduled 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 5 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 one (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, Bill Payment, Mobile Banking and Mobile Deposit, and Notifi alerts services are free and are subject to change at our discretion.
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 your internet banking for 12 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. **Consumer/Personal Accounts**. You agree that any eligible Account opened at a future date may automatically be linked to Personal Internet Banking.
27. **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.

TERMS OF SERVICE – ACCOUNT TO ACCOUNT TRANSFERS

Last updated June 1, 2021

GENERAL TERMS FOR EACH SERVICE

1. Introduction. This Terms of Service document (hereinafter "Agreement") is a contract between you and Security State Bank (hereinafter "we" or "us") in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

2. Service Providers. We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

3. Amendments. We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

4. Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

5. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

6. Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: P O Box 1050 Centralia WA 98531. We may also be reached at 800-242-2036 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

7. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing

it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 6 of the General Terms above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

8. Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

9. Receipts and Transaction History. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

10. Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

11. Privacy of Others. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

12. Eligibility. The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

13. Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9)

goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and

- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

14. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

15. Payment Methods and Amounts. There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an

electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

16. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

17. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

18. Failed or Returned Payment Instructions. In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

19. Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be

made within the user interface of the Service or by contacting customer care for the Service as set forth in Section 6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

20. Information Authorization. Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

21. Service Termination, Cancellation, or Suspension. If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

22. Errors, Questions, and Complaints.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 6 of the General Terms above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
 1. Tell us your name;
 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

23. Intellectual Property. All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

24. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you

"click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

25. Password and Security. If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the General Terms above. See also Section 16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

26. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

27. Disputes. In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

28. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

29. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement

shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 28 of the General Terms above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 28 of the General Terms of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.

30. Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

31. Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

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

33. Exclusions of Warranties. THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

34. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR

EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

35. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23, and 26-35 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

36. Definitions.

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- e. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.

- g. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

ACCOUNT TO ACCOUNT TRANSFERS ADDITIONAL TERMS

1. Description of Service, Authorization and Processing.

- a. The term "Transfer Money Terms" means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.
- b. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- c. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e. email, push notification).
- d. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
 - 1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
 - 2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
 - 3. The transfer is refused as described in Section 6 of the Transfer Money Terms below;

4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- e. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

2. Transfer Methods and Amounts. Section 15 of the General Terms (Payment Methods and Amounts) applies to the Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.

3. Transfer Cancellation Requests. You may cancel a transfer at any time until it begins processing (as shown in the Service).

4. Stop Payment Requests. If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Section 22 of the General Terms. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

5. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 18 of the General Terms should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

6. Refused Transfers. We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

7. Returned or Failed Transfers. In using the Service, you understand transfers may be returned or fail for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

8. Definitions

"Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.

"Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to a checking, money market or savings account that you hold with us.

"External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

"Transfer Instruction" is a specific Payment Instruction (as defined in Section 36 of the General Terms) that you provide to the Service for a transfer of funds.

Mobile Banking, Mobile Deposit and Card Valet Addendum:

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of Security State Bank or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, Security State Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files, data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). Security State Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Security State Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Security State Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Security State Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material

that would expose Security State Bank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at https://maps.google.com/help/legalnotices_maps/, or other URLs as may be updated by Google.

Fingerprint Login for Mobile Banking.

Fingerprint Login is an optional fingerprint sign-in method for Security State Bank Mobile Banking that may be available for certain Apple® (via Touch ID™) and Android® mobile devices that have a built-in fingerprint scanner. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device.). Fingerprints are stored on your device only and Security State Bank never sees or stores your fingerprint information. You acknowledge that by enabling Fingerprint Login, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Security State Bank Mobile Banking. Security State Bank reserves the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your fingerprint, you can sign in using your standard login credentials (e.g., password). To use Fingerprint Login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime within Security State Bank Mobile Banking.

Apple and Touch ID are trademarks of Apple Inc. Android is a trademark of Google Inc.

Card Controls Additional Terms.

The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

1. The Card Controls feature is only available for debit cards issued by Security State Bank that you register within the Mobile Banking App.
2. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact Security State Bank to discontinue the alerts and controls.
3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.
4. Card Controls may enable access to Security State Bank and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
5. To the extent this Mobile Banking App allows you to access third party services, Security State Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.
6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED

TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.

7. **Limitation of Liability.** YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

Alerts Additional Terms.

The following Alerts terms and conditions (“Alerts Terms of Use”) only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

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. 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 More 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.

<https://www.ssbwa.com/wp-content/uploads/2015/05/Privacy-Notice1.pdf>

Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, Security State Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. Security State Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

Biometric Login for Mobile Banking.

Biometric login is an optional biometric sign-in method for Security State Bank Mobile Banking that may be available for certain Apple® (via Touch ID™ or Face ID™) and Android® mobile devices that have a built-in biometric scanner. To use biometric login, you will need to first save your fingerprint/facial feature scan on your mobile device (for more help with biometric scanning, contact the manufacturer that supports your mobile device). Biometrics are stored on your device only and Security State Bank never sees or stores your biometric information. You acknowledge that by enabling biometric login, you will allow anyone who has biometric information stored on your device access to your personal and payment account information within Security State Bank Mobile Banking. Security State Bank reserves the right to suspend or disable this feature at any time. Biometric login can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your biometric information, you can sign in using your standard login credentials (e.g., password). To use biometric login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable biometric login anytime within Security State Bank Mobile Banking.

Apple, Touch ID, and Face ID are trademarks of Apple Inc. Android is a trademark of Google Inc.

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.

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.