

By accessing your accounts through Online Banking, you agree to be bound by the terms and conditions of this Online Banking Disclosure & Agreement ("Agreement"). By clicking "Accept" to the First Time Disclaimer on your first login, you acknowledge your receipt and understanding of its terms, and you agree to receive notices regarding your account via electronic mail.

**About this Agreement**

This Online Banking Disclosure and Agreement ("the Agreement") governs the use of the Online Banking and service ("Online Banking") offered by Bank of the Pacific ("the Bank"). Online Banking allows the Bank customers to perform a number of banking functions through the use of a personal computer and the Internet. When you use any of the Online Banking or Mobile Banking services described in this Agreement, you agree to be bound by the terms and conditions of this Agreement and its subsequent amendments. The Bank may, from time to time, introduce new Online Banking services. By using those services when they become available, you agree to be bound by the terms contained in this Agreement, and its subsequent amendments.

**Other Agreements**

Your use of the Online Banking service may also be affected by other agreements between us including, but not limited to, the Deposit Agreement and Disclosure Statement. Your use of the Online Banking service does not change any other agreement you may already have with us. You should review those agreements for any applicable fees, for limitations on the number of transfers you can make, and for other restrictions, which might impact the use of your account(s) with the Online Banking service.

**Using Online Banking**

In order to use the Online Banking service, you must have at least one account with the Bank. To access your account(s) via the Internet, you must have World Wide Web access via a Secure Internet Service Provider. Your Internet browser must be configured for TLS encryption. Your information will be encrypted when using this form while in transit between your browser and Bank of the Pacific. If you are using an older browser or receive an error message when you attempt to login, you may need to upgrade your browser software.

During enrollment you will have the opportunity to choose a desired Login ID; however the Login ID must be unique to our system. Your account access will be available immediately upon authenticating your enrollment information. Your Login ID, which cannot be used without your Password, will provide you with access to all eligible accounts that that you are an owner/signer, whether individual or jointly held, as well as any new account you may open in the future.

You agree that we are entitled to act upon instructions received through the Online Banking service under your Password and without inquiring into the identity of the person using that Password. However, you agree that you will not, under any circumstances, disclose your Password by telephone or any other means to any person. You acknowledge that no person from the Bank will ever ask for your Password and that Bank employees do not need and should not

ask for your Password. You are liable for all transactions made by the authorized use of your Password and agree that, if you give your Password to anyone, you do so at your own risk since anyone with your Password will have access to your accounts. You may change your Password at any time using our Online Banking site. At any time, you may ask us to disable your Password.

For joint accounts, each person will have a separate Login ID and Password. Each person on a joint account will be liable for all transactions that are made on that account. Each person on a joint account authorizes all transactions made by any other person(s) on the account. Each person on a joint account agrees to be liable for the actions of the other person(s) on the account.

### **Description of Services**

You may use the Online Banking service to:

- View current balance information
- Review posted transaction history
- Review pending transactions.
- View Check images
- View Statements
- Export transaction history into Microsoft EXCEL, Comma Separated Value (CSV) file, Intuit Quicken, Intuit QuickBooks or Microsoft Money
- Transfer funds between accounts at the Bank on either a one-time or recurring basis. (The number of transfers you can make from an account is limited as described in the applicable account agreement. In addition, if a hold is placed on any funds deposited in an eligible account, you may not transfer the portion of funds being held until that hold expires.)
- Make on-us loan payments.
- Make HELOC advances
- Account to Account Transfers (single real-time funds transfers to another BOP online customer)
- Request stop payments.
- Reorder checks.
- Send us secure e-mail messages.
- Optional bill payment service.

### **Mobile Banking**

Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your computer or other methods you use for managing your accounts and services with us. To utilize Mobile Banking services, you must be enrolled in Online Banking and have downloaded the mobile banking App to your Apple or Google device. \*Msg & Data rates from your carrier may apply.

Mobile Banking provides our online customers with immediate Mobile access to the following features:

- View account balances
- View pending items and history
- Search history by date and description
- Transfer funds between entitled accounts
- Send or receive secure messages to/from Bank of the Pacific
- Schedule Bill Payments (from your list of current consumer online bill payees)
- Deposit a check to your account. (enrollment in mobile deposit required)

Mobile Banking may not be accessible or may have limited service over some network carriers. Mobile Banking may also not be supported by all Devices. Bank of the Pacific cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or “out of network” issues.

### Text Banking

Text Banking is a service of online banking which allows you to quickly request and receive account information and complete funds transfers via text message. To utilize Text Banking you must be an online banking user and enrolled in Text Banking. \*Msg & Data rates from your carrier may apply.

### **Bill Payment Service**

The Bill Payment service allows you to schedule bill payments through Online Banking. The Bank does not provide the service directly. Instead, The Bank entered into an agreement with a bill payment provider to provide the bill payment services directly to you. Subject to any limitations on usage imposed by regulators or The Bank, you may arrange, at your option, for the payment of your current, future and recurring bills from a checking account or a money market checking account. You may pay any merchant or individual approved by the bill payment provider; however, the amount of any individual payment may not exceed \$25,001.00. While payments are initiated by you electronically, they are ultimately paid via an automated clearing house (ACH) network or by a paper check. Payments delivered over an ACH network are governed by the rules and performance standards of that network. Our Bill Pay service uses a Process Date and an Estimated Arrival Date method. The Estimated Arrival Date noted on the calendar is the projected date the biller receives the payment. For electronic payments, funds are withdrawn from your payment account on the Process Date which generally is two business days before the Estimated Arrival Date. If the payment is sent by paper check the money is withdrawn from your payment account when the check clears your account.

### **Limitations on Transfers and Payments**

When you request a transfer between accounts or make a payment, you authorize us to withdraw the necessary funds from your designated account. You agree that you will instruct us to make a withdrawal only when a sufficient balance is available in your account at the time of withdrawal.

If you do not have a sufficient balance, we may either complete the transfer or payment – creating an overdraft – or refuse to complete the transfer or payment. We reserve the right to impose a non-sufficient funds (NSF) fee.

### **Transfers from Savings or Money Market Deposit Accounts**

Federal regulations limit the number of preauthorized electronic fund transfers and telephone transfers, including transfers you request using Online Banking, from money market deposit and savings accounts. You are limited to six pre-authorized electronic fund transfers and telephone transfers, checks and point-of-sale transactions per statement period. Each transfer or payment you request through Online Banking from your money market deposit or savings account is counted as one of the six limited transfers you're permitted each statement period. However, payments to your loans at the Bank are not counted toward this limit.

### **Security & Protecting Your Account.**

We are strongly committed to protecting the security and confidentiality of our customers' account information. We use several techniques to help secure our Online Banking service, including the following:

- You can only access Online Banking with certain browsers that have a high security standard.
- Your account numbers are masked with only the last 4 digits available to view.
- You must have a valid Online Banking Login ID and password
- If no action is taken for 20 minutes, you will be automatically logged off Online Banking.

### **Accessibility.**

Generally, you will be able to access Online Banking seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of Online Banking may not be available due to system maintenance or reasons beyond the Bank's control. The Bank does not warrant that Online Banking will be available at all times. When unavailable, you may use our **24-Hour Banking** telephone service, an automated teller machine ("ATM") or a branch office to conduct your transactions. An Online Banking transaction initiated prior to 6:00PM (Pacific Standard Time) on a banking day is posted to your account the same day. All transfers completed after 6:00PM (Pacific Standard Time), or on a non-banking day, will be posted the following banking day.

Stop payment instructions received after 6:00PM (Pacific Standard Time), or on a day we are not open for business will also be processed on the following business day.

Bank of the Pacific will make every attempt to honor your stop payment request; however, if the item has already processed and posted to your account, the Bank will be unable to stop the item. It is your responsibility to review the account history to determine if the check has processed prior to submitting this stop payment request in order to avoid an unnecessary fee. In any case, our acceptance of a stop payment instruction will not constitute a representation that the item has not already been paid.

### **Restrictions.**

You may not appropriate any information or material that violates any copyright, trademark or

other proprietary or intellectual property rights of any person or entity while using Online Banking. You may not gain, or attempt to gain, access to any Online Banking server, network or data not specifically permitted to you by the Bank or its suppliers, and you must not include any obscene, libelous, scandalous or defamatory content in any communications with the Bank or its suppliers.

### **Responsibility.**

Neither Bank of the Pacific nor its suppliers will be liable for any transaction if: (i) you do not have enough money in your account to complete the transaction; (ii) a legal order prohibits withdrawals from your account; (iii) your account is closed or has been frozen; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commit fraud or violate any law or regulation in connection with Online Banking; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide us with complete and correct payment or transfer information; (viii) you did not properly follow the instructions for use of Online Banking; (ix) you knew that Online Banking was not operating properly at the time you initiated the transaction or payment; (x) there is a postal delay; or (xi) circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

### **Fees and Charges.**

There are no fees or charges for using the Online Banking service. However, depending on how you use the Online Banking service, you may incur other fees and charges including, but not limited to, normal account fees, service charges, stop payment fees, bill payment fees for rushes, donations and gift checks, any Internet service provider fees, and telephone charges.

### **Unauthorized Transactions.**

You should notify us immediately at **(360) 533-8870** if you believe anyone has improperly obtained your Password or if you suspect any fraudulent activity in your account(s). If your Password (PIN) has been compromised and you notify us within two (2) business days of discovering the loss or misappropriation, your liability is limited to \$50. If you do not notify us within the two (2) business day period, you could be liable up to \$500 if we could have stopped the use of your accounts had we received notice in a timely manner. You should contact us, or the bill payment provider, as applicable, as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need any information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared. If you notify us verbally or electronically, we may require that you send us your complaint or question in writing within ten (10) business days. If you fail to notify us within the sixty (60) day period, you may not recover the money you lost if we can establish that the loss could have been avoided had you notified us within the sixty-day period. We may extend these time periods for good reasons such as out-of-town travel or extended hospital stays.

When you report a problem or discrepancy, please: (i) tell us your name and account number; (ii) describe the error or the transaction you are unsure about and explain why you believe it is in error or what additional information you need; (iii) tell us the dollar amount of any suspected

error; and (iv) for a bill payment, tell us the number of the account used to pay the bill, the applicable payee name and account number, the date the payment was sent, the payment amount and the payment reference number. Generally speaking, we will tell you the results of our investigation within ten (10) business days, or twenty (20) business days if the notice of error involves an electronic fund transfer to or from the account within 30 days after the first deposit to the account was made, after we hear from you. However, we may take up to forty-five (45) days, or ninety (90) days in the case of point of sale, international transactions or if the error occurred within 30 days after the first deposit to the account was made. In this case, we may provisionally credit your account so that you have use of the money during the time it takes us to complete our investigation. If you fail to provide your complaint or question in writing within ten (10) business days of a request from us to do so, we reserve the right not to credit your account. If we confirm an error, we will correct your account record within one (1) business day. If we determine that there was no error, we will send you a written explanation within three (3) business days after we conclude our investigation and will debit any interim amounts credited to your account. You may request copies of any documents that we use in our investigation.

### **Electronic Mail (E-Mail).**

Sending e-mail is a very good way to communicate with the Bank regarding your accounts or the Online Banking services. However, your e-mail is actually sent via your own software and, as a result, is not secure. Because of this, you should not include confidential information, such as account numbers and balances in any e-mail to the Bank. You may use the Online Banking Secure Mailbox to communicate confidential information to the Bank. You cannot use e-mail to initiate Online Banking transactions. All such transactions must be initiated using the appropriate functions within the Online Banking site or call your branch of account. The Bank will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail. By signing this Online Banking Disclosure & Agreement, you are consenting to receive notices regarding Online Banking via e-mail to the address we have in our files. Please send us a Secure Message to change the e-mail address to which notices are sent.

### **Disclosure of Information.**

Protecting your privacy is very important to the Bank. We value your trust and we want you to understand what information we collect, how we protect it, and how we use it. Bank of the Pacific does not disclose nonpublic, personal information collected about you except as is necessary to or consistent with providing the contracted services in accordance with The Bank's Privacy Policy and applicable state and federal law. For a complete copy of our Privacy Policy please visit our website at [www.bankofthepacific.com](http://www.bankofthepacific.com) or contact us in writing at Bank of the Pacific, 300 East Market St., P.O. Box 1826, Aberdeen, WA 98520.

### **Confidentiality and Information Security.**

In accordance with section 501(b) of the Gramm-Leach-Bliley Act, The Bank agrees to implement appropriate security measures designed to safeguard customer information. The Bank restricts access to your personal and account information to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information. We also establish an agreement with all third parties that details the extent to which

our customers' information should be used and we restrict any sharing of our customers' information.

### **Links to other Sites.**

Information that the Bank publishes on the World Wide Web may contain links to other sites, and third parties may establish links to the Bank's site. The Bank makes no representations about any other web site that you may access to, from or through its site. Unless expressly stated in writing, The Bank does not endorse the products or services offered by any company or person linked to its site nor is the Bank responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

### **Virus/Malware Protection.**

The Bank is not responsible for any electronic virus that you may encounter using Online Banking. We encourage you to routinely scan your computer using a reliable virus and malware protection product to detect and remove viruses and malware. If undetected and un-repaired, a virus can corrupt and destroy your programs, files and hardware and malware can allow unauthorized access to your computer. Ensure that your computer is configured to download and install critical operating system and application security patches or prompt you when they are available.

### **Damages and Warranties.**

In addition to the terms previously disclosed, the Bank is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by Online or Mobile Banking or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by the Bank or one of its suppliers. In addition, the Bank disclaims any responsibility for any electronic virus(es) you may encounter after installation of such software or use of Online Banking. Without limiting the foregoing, neither the Bank nor its suppliers shall be liable for any: (i) failure to perform or any losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. The Bank and its suppliers provide Online Banking services from their own sites and they make no representation or warranty that any information, material or functions included in Online Banking are appropriate for use by you in your jurisdiction. If you choose to use Online Banking, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither the Bank nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Online Banking, or contained in any third party sites linked to or from the Bank's web site. THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF ONLINE BANKING, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. THE BANK DISCLAIMS ANY

EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

**Indemnification.**

Customer shall indemnify, defend and hold harmless the Bank and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Customer's negligence; (ii) Customer's failure to comply with applicable law; or (iii) Customer's failure to comply with the terms of this Agreement.

**Additional Remedies.**

The Bank shall be entitled to all remedies available by law, including but not limited to an injunction prohibiting any Customer breach of this Agreement.

**Termination and Changes in Terms.**

The Bank reserves the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. When changes are made, we will notify you by electronic mail and/or physical mail at the address shown in our records. You may also review the most current terms on our web site.

**Applicable Rules, Laws, and Regulations.**

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of Washington, U.S.A., as well as the federal laws of the U.S.A. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering Grays Harbor County, Washington, U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

**Assignment.**

The Bank may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

**Integration.**

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and The Bank.

**Severability.**

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and The Bank, this Agreement will control.

**Waiver.**

The Bank shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by the Bank of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.



**Force Majeure.**

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

**Construction.**

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

**Agreement**

I have read and understand the terms and conditions set forth in this agreement and agree to be bound by its terms.