

Biz Connect Online Services Application



Customer Information

Company Name:	Company ID:
Phone:	<input type="checkbox"/> New application <input type="checkbox"/> Change to existing application
<input type="checkbox"/> Include access to Business Bill Pay *Charge monthly maintenance fee of \$5.95 to account number:	
<input type="checkbox"/> Include access to Business Bill Pay with Payroll *Charge monthly maintenance fee of \$15.95 to account number:	

Accounts Access Request

	TIN	Account Number	Account Type	Account Name (General, Payroll, etc.)	Access In Bill Pay? (if applicable)	Electronic Statement Only
1						
2						
3						
4						
5						

Required Information*

Primary Contact / Administrator	<input type="checkbox"/> Provide access to Bill Pay (if applicable)	
*Name:		*Last four digits of SSN:
*Birthdate:	*Phone:	*Email Address:
*Please provide a 5 digit pin number to help us identify you for security purposes:		

User 2	<input type="checkbox"/> Provide access to Bill Pay (if applicable)	
*Name:		*Last four digits of SSN:
*Birthdate:	*Phone:	*Email Address:
*Please provide a 5 digit pin number to help us identify you for security purposes:		

User 3	<input type="checkbox"/> Provide access to Bill Pay (if applicable)	
*Name:		*Last four digits of SSN:
*Birthdate:	*Phone:	*Email Address:
*Please provide a 5 digit pin number to help us identify you for security purposes:		

Authorized Signatures

Authorization and Agreement: Customer submits this Biz Connect Online Services Application for the purpose of subscribing to the business online banking services. As indicated by the authorized signature below, Customer acknowledges receipt of, and agrees to be bound by, the Columbia Business Online Banking Terms and Conditions, which governs the use of the service by Customer's administrators and users.

Signature*	Print Name:	
* Signature must be an Authorized Officer on all accounts listed with authority to enter into this agreement as authorized by the banking resolution on file at Columbia Bank.	Title:	Date:

Due to the sensitive information provided, please deliver to your branch to complete your application process.

FOR BANK USE ONLY		
Signature compared to Business Resolution on file and verified by:		
Branch / Cost Center:	Initials:	
Print Name:	Primary User/Common Signer verified <input type="checkbox"/> Yes	



COLUMBIA BUSINESS ONLINE BANKING TERMS AND CONDITIONS

Welcome to Columbia Business Online Banking! Your use of Business Online Banking and our Site is subject to all of the terms and conditions contained in this online agreement (the "Agreement"). Please read the Agreement carefully before proceeding, as your use of Columbia Business Online Banking constitutes your acknowledgement of and agreement to all of its terms and conditions.

I. SERVICES

1. Services Available. Using Business Online Banking, you will be able to do the following:

- View account balances, detail and history
- Inquire on paid checks by number, amount or date
- View electronic check images
- View electronic statements
- Transfer funds between Columbia Bank accounts
- Export history to finance software (such as Quicken or QuickBooks)
- Bill Pay upon enrollment
- Mobile Banking

a. Columbia Business Online Banking - types of transfers

- You may access your account(s) by computer through the Internet by logging onto our website at www.columbiabank.com and using your user identification number, password, and multifactor authentication, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- make payments from checking to loan account(s) with us
- make payments from checking to third parties with Bill Pay
- make payments from savings to loan account(s) with us
- get information about:
 - the account balance of checking account(s)
 - the last 13 months deposits to checking accounts
 - the last 13 months withdrawals from checking accounts
 - the account balance of savings account(s)
 - the last 13 months deposits to savings accounts
 - the last 13 months withdrawals from savings accounts

b. Mobile Transfers. You may access your account(s) through Columbia Bank's business mobile banking app. Using this mobile option, you will be able to transfer funds between your accounts, view balance and transaction information, release wire transactions and release ACH batches (if applicable).

c. Additional Services Available to Businesses:

- Participate in Treasury Management services (ACH Origination), including
 - Direct deposit of payroll
 - Electronic Tax Payments
 - Electronic funds collections
 - Electronic funds disbursement
- Originate Domestic and International wire transfer requests

Services may change from time to time.

2. Requesting Transfers between Accounts in Business Online Banking. If transferring funds between accounts, your request is considered accepted by us when we process it.

3. Bill Payment Service.

a. Generally - Columbia's Business Bill Pay service allows you to schedule the payment of your bills from a checking account.

You may pay merchants or individual payees within the United States through the Bill Payment Service. By furnishing us with the names of your payees and their addresses, you authorize us to follow the payment instructions to these payees that you provide us via Business Online Banking. Payments may be made either electronically or by paper draft, depending upon the payee's ability to receive electronic payments. When we receive a payment instruction from you (for the current or future date, and provided you have sufficient available funds in your account), we will process that instruction and withdraw the funds from your Account on the day you specified in your instruction ("Payment Date"). Some payees have special processing requirements for receiving payments, and some may require that your payment be accompanied by a coupon or additional information concerning your accounts with such payee. It is your responsibility to determine each payee's specific payment requirements. We will not be liable for any delays in processing or miss-posting by such payees where a payment fails to meet such requirements.

b. You Must Allow Sufficient Time for Payment. Payments using Business Bill Pay require sufficient time for delivery and for your payee to credit your account properly. To avoid incurring a finance or other charge, you must schedule a payment sufficiently in advance of the date you want your payment to arrive:

FOR ELECTRONIC PAYMENTS, WE RECOMMEND THAT YOU SCHEDULE THE PAYMENT TO BE MADE AT LEAST THREE (3) FULL BUSINESS DAYS PRIOR TO THE DATE YOU WANT YOUR PAYMENT TO ARRIVE AT YOUR PAYEE. FOR PAPER DRAFT PAYMENTS, WE RECOMMEND THAT YOU SCHEDULE THE PAYMENT TO BE MADE AT LEAST FIVE (5) FULL BUSINESS DAYS PRIOR TO THE DATE YOU WANT YOUR PAYMENT TO ARRIVE AT YOUR PAYEE.

c. Canceling Payments. You have the right to cancel or change any scheduled payment. You must cancel the payment before the cut off time posted on the Pay Bills screen, on the Payment Date by following the instructions on Business Bill Pay (on the "View Postings screen). Note that when you cancel a recurring payment, you are canceling all future payments as well.

d. Late or Incorrect Payments. If we do not properly send a bill payment on time or in the correct amount, we will pay any reasonable late fee or finance charge (as long as your account was in good standing with the payee prior to the incident) incurred with respect to the particular obligation not correctly paid which is directly caused by such failure. We will also be liable to you if we fail to cancel a payment pursuant to your timely and proper order to do so. We will not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges and late fees.

e. Recurring Bill Payments. Recurring bill payments are payments for the same amount made every week, every two weeks, every month, the last day of every month, etc. Recurring bill payments will be made automatically with no additional action taken by the user, until canceled by the user through Business Bill Pay.

f. Enrollments. Columbia Business Online Banking customers will have a company ID, user ID and password. Because Business Online Banking can recognize only one login ID and password for each transaction, any one authorized user can effect a transaction, even if the account ordinarily requires two signatures for a paper check. We will not be liable for transactions effected by a single authorized user with respect to such an account. Please see Article II, Section 3 for more information about your liability concerning password use and security.

4. Alerts. We may allow you to sign up to receive alerts via e-mail, text or other means concerning the status of your account. You acknowledge that such alerts are a convenience only and should not be relied upon as your sole source of information about your account or Online Banking. You are solely responsible for all information made available to you concerning your account, regardless of whether we transmit an alert. We will have no liability whatsoever for any failure to transmit an alert or any errors or omissions contained within an alert.

5. Use of Mobile Devices. The following sections apply if you access Online Banking wirelessly using a mobile device.

a. Enhanced Risks of Using Mobile Devices. The use of mobile devices to access Online Banking involves additional risks. For example, sensitive personal or financial data that is transmitted from or to a mobile device may be intercepted and used by third parties without your knowledge. Viruses, spyware and other "malicious code" can also be downloaded to your mobile device without your knowledge. By using a mobile device to access Online Banking, you assume all such risks and agree that we will have no liability whatsoever to you for any loss or theft (including identity theft) occurring as a result of such additional risks.

b. Dropped Calls, Lost Signals. If the connection to your mobile device is interrupted or disconnected at any time before signing off, you must contact us to confirm that any requests for transactions have been received by us. We are not responsible for disconnections or interruptions in service or for failing to complete any transaction that we have not received as a result of any disconnection or interruption.

c. Lost or Stolen Mobile Device. You acknowledge that mobile devices may store sensitive, personal and financial information. We will have no liability and you agree to assume all risk of loss that arises out of or relates to any loss or theft of your mobile device or any information contained within any mobile device.

d. Compatibility. The protocol that we use may be different from that used by your mobile device or telecommunications carrier. We make no representations or warranties that your mobile device or any telecommunications carrier will be compatible with our system requirements or otherwise allow you to access Online Banking.

e. Pacific Time Zone. The effective date and time for all Online Banking transactions will be based upon Pacific Time, regardless of the time zone from which you initiate a transaction.

f. Governing Law. All use of a mobile device and all transactions attempted or effected using a mobile device will be governed by the laws of the United States and the State of Washington. All transactions will be deemed to have originated in Washington, regardless of where you or the mobile device is physically located.

6. Charges. There is no monthly service charge for using Business Online Banking – Basic Option. If you add additional services, or exceed more than 5 viewable accounts or 3 users, you may incur additional fees. There is a service charge for using Business Online Banking – Biz Connect Premium and Commercial Connect. Please refer to your Treasury Management Services Agreement. This is a monthly charge, regardless of whether or not you use Business Online Banking. You may select a primary checking account for billing. You agree to be responsible for any telephone charges and Internet service provider charges you incur using Business Online Banking.

7. Recording and Records. If our records about a transaction are different from your records, our records will govern. Our "records" include our written, computerized and mechanized records and any authorization and instructions received about any transaction.

8. Account Statements and Contact in Event of

Unauthorized Transfers. All transactions completed in Business Online Banking will appear on your periodic account statement. Please refer to the Deposit Account Agreement for rules applicable to account statements. If you think your statement is wrong or if you need more information about a Transaction, please see the Unauthorized Transfers in this Agreement for the proper procedures to follow.

9. Service Interruptions. Columbia Business Online Banking may be unavailable at certain times when computer systems require maintenance or upgrades, unforeseen maintenance is necessary, or major events occur, such as earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages. We will make all reasonable efforts to ensure the availability of Business Online Banking. However, we are in no way liable for the unavailability of all or any portion of Business Online Banking.

10. Termination of Columbia Business Online Banking.

We reserve the right to terminate your use of Business Online Banking at any time and for any reason. If you should wish to cancel Business Online Banking you must cancel all transactions scheduled using Business Online Banking prior to canceling your enrollment. We will not be liable for any transactions made consistent with a request that you have not cancelled.

II. SECURITY PROCEDURES

1. Your Role. Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you think your statement is wrong or if you need more information about a transaction, please see the Unauthorized Transfers section of this agreement for the proper procedures to follow.

2. Protect Personal Information. In addition to protecting your Business Online Banking company ID, user ID, password and other account information, you should take precautions to protect your personal identification information, such as your driver's license, Social Security Number, and the like. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information

3. Password. You will be provided with a company ID, user ID and password that will give you access to your bank accounts through Business Online Banking. We are entitled to act on any instructions we receive under your password. For security purposes, it is recommended that you memorize your password and do not write it down. You can further protect your password by:

- Avoiding the use of common series, such as, your date of birth or street address.
- Changing it regularly or if you ever suspect someone may know it.
- Selecting a password that has both numbers and letters in it. The password field is also case sensitive, so letters will always have to be typed the same way, in UPPER or lower case. You may use these requirements to make your password difficult to guess. You are responsible for keeping your password and account data confidential. Your use of your password will be considered the same as your written signature in authorizing us to complete any Transactions you may request. Any person to whom you give your password will have full access to your accounts, and you assume all risk of loss resulting from any such access.

4. Encryption. Data transferred via Business Online Banking is encrypted in an effort to provide transmission security. Notwithstanding our efforts to ensure that Business Online Banking is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including e-mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Business Online Banking or e-mail transmitted to or by us will not be monitored or read by others.

5. Additional Security Procedures. We may from time to time use reasonable additional or alternative procedures to ensure the security and confidentiality of your financial records and transactions using Business Online Banking. Such procedures may include, without limitation, encryption, creating security firewalls in our computer systems and implementing other commercially reasonable security procedures. At all times you agree to comply with all security procedures we may impose in connection with your use of Business Online Banking. You agree that all security procedures used by us, our affiliates and agents in connection with Business Online Banking are commercially reasonable security procedures and, as a result, you assume all risk of loss for unauthorized transactions where we have followed our then current security procedures. You acknowledge that we reserve the right to change the security procedures from time to time upon notice to you (if such notice is required by law), and furthermore agree that your continued use of any such changed procedures evidences your acceptance of and agreement to the commercial reasonableness of such changed procedures.

6. Duty of Reasonable Care. We will exercise good faith and reasonable care in processing your transactions. You will similarly exercise good faith and reasonable care in observing and maintaining security procedures, in communicating with us and in reviewing account statements for any errors or discrepancies.

III. GENERAL TERMS AND CONDITIONS

1. Definitions. Throughout this Agreement, the words “you,” and “your” refer to each person who is listed on our records as an owner of the Account who has signed our then-current application. “We,” “us” and “our” mean Columbia State Bank. “Primary Contact/Administrator” means authorized individual with full administrative responsibilities to add, maintain and support additional authorized users. “Authorized User” means you or any other person who either (i) is actually authorized by you to use Columbia Business Online Banking, or (ii) accesses Business Online Banking™ using your Business Online Banking user ID and password, whether or not such person has actual authority to do so. “Account” means your primary checking account as described under Article I, Section 5 of this Agreement or any other account accessible through Business Online Banking “Business Day” means Monday through Friday, except for legal holidays. “Transaction” means any transaction requested using Business Online Banking “Site” means our Internet website.

2. Terms of Agreement. You agree to the rules in this Agreement every time your user ID and password is used to access Business Online Banking. Where there is a conflict between one or more provisions in this Agreement and the provisions in any other applicable agreement, the provisions in this Agreement will control. Your use of Business Online Banking is also subject to the rules and regulations applicable to your Account as described in the Deposit Account Agreement, any other agreements applicable to services available in Business Online Banking, the rules and regulations of any funds transfer system to which the bank belongs, and applicable state and federal laws and regulations, all of which shall constitute the complete agreement between you and us.

3. Limitations. The features of Business Online Banking are limited to the extent, and subject to the terms noted below.

a. Limits on Transfers. Your ability to transfer funds between certain accounts is limited by federal law, as described in the Deposit Account Agreement. For example, you can make no more than six (6) transfers from a savings or Money Market account during each statement period, and in the case of a Money Market account, no more than six (6) of such transfers may be made by check, draft, ATM Card, VISA® Debit Card or similar order made by you and payable to a third party. Transfers and bill payments made using Business Online Banking are counted against the permissible number of transfers, as are the other transfer methods described in the Deposit Account Agreement.

4. Changes in Service Charges, Terms. We reserve the right to change the service charges, or other terms described in this Agreement. When changes are made to any service charges, or other material terms we will update this Agreement and if required by law, either send a notice to you at the address shown on our records, or send you an e-mail message. For changes involving additional service charges for online transactions, stricter limits on the type, amount or frequency of transactions, or any increase in your responsibility for unauthorized transactions, such notice will be posted or sent at least thirty (30) days in advance of the effective date of any change, unless an immediate change is necessary to maintain the security of the system. If such an immediate change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change, if notice is required by law. You may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse service charges in individual situations. Changes to service charges applicable to specific accounts are governed by applicable account disclosures. We also reserve the right to terminate the Site, make access unavailable, and change the Site content, with or without reason or notice at any time.

5. License Grant and Use Restriction; Your Indemnification. The Site, including Business Online Banking, is intended to provide you with easy access to information about us. We grant you a nonexclusive, revocable license to copy or print an unaltered permanent copy of information from this Site only for your personal, non-commercial use. You may not otherwise copy, modify, publicly distribute or display, perform, publish, license, create derivative works from, transfer, or sell anything obtained from this Site. You agree that you will not alter any Site information and will not use (or allow others to use) the Site or any information obtained from it for any wrongful, unauthorized or unlawful purpose and agree to indemnify and hold us and our affiliates harmless from and against any loss, damage or expense (including attorneys fees) incurred by them because of any such use.

6. Privacy Policy; Disclosures of Information to Third Parties. We understand that you are concerned about privacy. For information about how we treat information that you provide us through the Site, please see our Privacy Policy.

7. Information Accuracy. We strive to provide complete, accurate and timely account information through Business Online Banking. All information is either generated by us or obtained from sources believed by us to be accurate and reliable as of the date posted on the Site. However, because of the possibility of human and mechanical error, delayed updates, as well as other factors such as the difficulty of securing a web site from unauthorized alterations or the occurrence of a system breakdown or other unavailability, neither we nor any of our affiliates provide any representations or warranties regarding

the Site or any information in it, and we will not be liable to you if any such information is unavailable, delayed or inaccurate. THE SITE AND ALL INFORMATION IS PROVIDED "AS IS" AND WITH ALL FAULTS, AND WE MAKE NO REPRESENTATIONS AND DISCLAIM ALL IMPLIED WARRANTIES OF EVERY KIND, INCLUDING WARRANTIES OR ANY DUTIES (IF ANY) AS TO ACCURACY, TIMELINESS, COMPLETENESS, SUITABILITY, AVAILABILITY, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE, OR LACK OF NEGLIGENCE OR VIRUSES. We do not provide any warranty against infringement or of quiet enjoyment, and make no other express warranties. With respect to electronic funds transfer problems, such as unauthorized transfers or our failure to properly complete authorized transfers, the extent of our liability is described in the Electronic Funds Transfers Agreement and Disclosure section.

8. Links to Other Sites. This Site may contain hyperlinks to sites operated by third parties. When you click on a link, you will leave our Site and go to the linked site. We are not responsible for the contents or your use of the linked sites, and their terms and conditions will apply. We make no warranty whatsoever, and disclaim any and all liability whatsoever, with respect to the contents, functionality, accuracy or any other aspect of any linked site.

9. Computer Virus Information. It is possible to contract a computer virus by using the Internet or materials downloaded from it. We attempt to keep our Site virus free, but we cannot assure you that the Site and any software or other information downloaded from it will be virus free. We are not responsible for any electronic virus or viruses that you may encounter, including, without limitation, any computer virus related problems that may be associated with the use of our Site.

10. Your Computer and Software. You are responsible for the installation, maintenance, and operation of your computer and your browser software. You assume all risk of error, failure, or non-performance, including the risk that you do not operate your computer or your software properly. We are not responsible for any errors or failures from any malfunction of your computer or your software. We have no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your computer or your software. WE MAKE NO WARRANTY TO YOU REGARDING YOUR COMPUTER OR YOUR SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IV. LIMITATION OF LIABILITY

1. Limitation of Liability for Loss. To the fullest extent allowed by law, you agree that neither we nor any of our affiliates will be liable to you or any third party for any loss, property damage, bodily injury, any consequential or incidental damages (including but not limited to lost profits or lost opportunity), or any other indirect, special, or punitive damages whatsoever, (i) that arise out of or are related to the Site or any use of the Site or the information contained within it, (ii) resulting from any failure to complete any Transaction, or (iii) resulting from the installation, use or maintenance of any equipment, software, Internet browser or access software, even if we have been advised of the possibility of such damages. This exclusion of damages includes damages claimed in any cause of action, including but not limited to legal or equitable proceedings and claims relating to contract, tort or products liability.

2. Exclusive Remedy. You agree that your recovery for any damages that you incur shall be limited, at our election, to: (i) a refund of any amount (if any) you paid for information from the Site, or (ii) correction or replacement of the information. Any failure or unconscionability of that or any other remedy does not affect the enforceability of the limitations on and exclusions of

consequential, incidental and other damages described in the preceding paragraph.

3. Your Liability. Except as otherwise provided by law, you will be liable for any loss or damage resulting from your breach of this Agreement or to which your negligence contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by others (other than us). Such liability includes instances when someone effects one or more Transactions to your detriment. You are liable for all payments that you make or which are made or requested by an Authorized User, even if such Authorized User exceeds your authority and even if such Authorized User is not an authorized signer on your Account.

V. MISCELLANEOUS TERMS AND CONDITIONS

1. Waiver and Severability. We may delay exercising our rights without losing them. Any waiver or partial exercise of one right is not a waiver of other rights or the same right at another time. If any provision of this Agreement, or its application to any person or set of circumstances is held invalid or unenforceable to any extent, the remainder of this Agreement, and the application to any other persons or set of circumstances is not impaired or otherwise affected.

2. Governing Law, Forum, Limitation of Actions, Severability. This Agreement is governed by the laws of the State of Washington, U.S.A. You consent to the jurisdiction and venue of the courts in Pierce County, Washington in all disputes arising out of or relating to the Site, any use of it or any information in it. You agree that a printed or electronic version of these terms and conditions (as changed from time to time) will be admissible in any judicial or administrative proceedings to the same extent as paper records. If you ever believe we have not adhered to this contract or are liable for any other reason, please contact us immediately. If you feel compelled to bring a lawsuit or other proceeding, you must do so within one (1) year of the date you have a right to sue. Any clause of this Agreement declared invalid shall be deemed severable and not affect the validity or enforceability of the remainder.

3. Our Right to Terminate this Agreement. We reserve the right to terminate this Agreement and your access to Business Online Banking, in whole or in part, at any time and for any lawful reason.

4. Assignment. You may not assign this Agreement or any portion hereof. We may assign this Agreement to our parent corporation or to any now existing or future direct or indirect subsidiary of us or our parent corporation. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

5. How to Contact Us. For all matters affecting this Agreement, you may call us at 253-396-6979 or toll free at 1-877-305-7125, or you may write to us at the following address: Columbia Bank, Treasury Management Services, MS OP-4600, P. O. Box 2156, Tacoma, WA 98401-2156.

6. Authorized Users: Customer has provided to Bank the names of all Authorized Users. The Customer has also identified those specific services the company wishes to utilize. The Client Administrator will be responsible for granting authority for the specific services and accounts to each authorized user who may initiate transactions on Customer's behalf. Customer represents and warrants to Bank there are no individuals or entities other than those whose names have been so provided who are so authorized. No person or entity who initiates a transaction in connection with a service which is not expressly authorized for such person or entity shall constitute an "Authorized User" with respect to such transaction. Bank shall be entitled to rely exclusively on its then-current list of Authorized Users, shall incur

no liability whatsoever to Customer for accepting or processing any transaction requested or transmitted by any person or entity then appearing on such list as an Authorized User, and shall be entitled to treat all instructions from an Authorized User as an instruction from Customer. Customer has sole responsibility to diligently monitor its list of Authorized Users and promptly notify its Administrator if an Authorized User needs to be added or deleted or add or delete an Authorized User's access to any Services authorized. Bank shall have the right at any time to require the Customer obtain and/or maintain at its sole expense a fidelity bond or similar insurance policy providing coverage for the acts of its Authorized Users in such amount as Bank deems appropriate and naming Bank as an additional insured, and Customer shall provide to Bank a certificate evidencing such a bond or policy.

7. Credit Limitations: Customer acknowledges that Bank's acceptance of any funds transfer requests from customer in connection with ACH, Bill Pay, and if applicable, other services may be limited by, among other things, Bank's assessment of Customer's creditworthiness as described in each respective service agreement.

8. Limitations on Liability: Indemnification: Bank shall not be responsible for Customer's acts or omissions or those of any other person, including without limitation any Authorized User, and no such person shall be deemed Bank's agent for any purpose. In the event Bank has provided any advice or training to Customer with respect to the Services or Program, Customer acknowledges and agrees that Bank's liability to Customer in connection with such advice or training or Customer's use or attempted use of the Services or Program in reliance upon such advice or training shall be limited to its gross negligence, and Bank shall have no liability whatsoever to any other person. Customer agrees to indemnify Bank against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of Customer, and Authorized User or any person or entity other than Bank. IN NO EVENT SHALL BANK BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH CUSTOMER MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE TO ANY HARDWARE, SOFTWARE, OR EQUIPMENT IN CONNECTION WITH THE PROGRAM PROVIDED BY BANK.

9. Other Agreements: By using this program, Customer acknowledges that they (i) have read this Agreement and understand and agree with all of its terms and conditions; (ii) has received a copy of each respective Service Agreement governing the particular services requested, and (iii) has had the opportunity to read each such Service Agreement and agrees to abide by their respective terms.

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

1. where it is necessary to completing transfers; or
2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. in order to comply with the government agency or court orders; or
4. as explained in the separate Privacy Disclosure

11. Unauthorized Use or Transfers

a. In Case of Errors or Questions About Your Electronic Transfers. Call or write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

Columbia Bank
Treasury Management Services
MS OP-4600
P.O. Box 2156
Tacoma, WA 98401-2156
1-877-305-7125
treasurymanagementservices@columbiabank.com

Business Days: Monday through Friday, excluding federal holidays.
More detailed information is available on request.