

## Mobile Banking Terms and Conditions

Thank you for using the Mobile Money Services (“Services”) and any related Software (“Software”) provided by Columbia State Bank (“Financial Institution”) combined with your handheld's text messaging capabilities. By participating in the Services or using the Software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and billpay services of which the Service is a part. Financial Institution in its discretion may modify these Terms and Conditions at any time. Standard messaging charges apply.

Terms and Conditions:

a. Program: Financial Institution offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS), 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 with Financial Institution as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Standard messaging charges apply. Customers will be allowed to opt out of this program at any time.

b. Questions: You can contact us at [customercare@columbiabank.com](mailto:customercare@columbiabank.com) or 877-754-5074, or send a text message with the word "HELP" to this number: 96924. We can answer any questions you have about the program.

c. To Stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 96924. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

d. The Services and/or Software may not be available at anytime for any reason outside of the reasonable control of Financial Institution or any service provider

Privacy and User Information. You acknowledge that in connection with your use of the Services, Financial Institution and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services or Software (collectively “User Information”). The Financial Institution 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 the Services 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. The Financial Institution and its affiliates and service providers also reserve the right to monitor use of the Services and 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 the Services and 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 the

Services and 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 Financial Institution (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 Financial Institution or any third-party service provider involved in the provision of the Services; or (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 Financial Institution, any third-party service provider involved in providing the Services, 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: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software.

## **Mobile Deposit Terms and Conditions**

### **INTRODUCTION**

The Mobile Deposit service ("Service") provides the ability to deposit checks to a personal deposit account via a mobile device and the Bank's Mobile Money Services ("Mobile Banking") application. Through the device and application, you capture and convert checks into check images, which are then transmitted to the Bank for collection and credit to your account.

Your use of this Service constitutes your acceptance of these Mobile Deposit Terms and Conditions ("Terms"). These Terms are revised periodically. We will notify you of any material change electronically via email. By accessing your account and using the Service, you agree to the most recent version of these Terms, which are always available within the Mobile Banking application. You may withdraw your consent to receive notices electronically at any time by contacting us to discontinue use of your Online Banking services (which includes your Mobile Banking service). These Terms amend and are in addition to other agreements and disclosures that apply to your account, including, but not limited to, the Deposit Account Agreement, Services and Fees Schedule, and the Online & Electronic Terms and Conditions ("Online Banking Agreement"), all of which are incorporated into these Terms by reference. References to "Online Banking" in the Online Banking Agreement also include the Service, except where the context clearly indicates otherwise. Your use of this Service constitutes your agreement with these Terms as well as the other agreements and disclosures noted above. Where there is an inconsistency between a provision in one or more of such agreements or schedules and this Agreement, this Agreement will be controlling.

"You" and "your" means the person(s) that use the Service and any joint or other authorized account holder or authorized party on the account and their successors and assignees. "We", "us", "our" and "Bank" mean Columbia State Bank and its agents, processors, affiliates, representatives, successors, and

assignees.

#### **FEES**

Any fees for the Service will be listed in the Services and Fees Schedule. You agree to pay all such fees associated with the Service and authorize us to deduct them from the account to which you are depositing the check. Fees, if any, will only be assessed if the deposit is accepted and credited to your account. Your mobile carrier may charge access fees depending upon your individual plan. Check with your carrier for specific fees and charges that may apply.

If a check that was deposited with Service is returned to the Bank for any reason, such as for non-sufficient funds, you agree that we may charge your account for any returned item fees as listed in the Services and Fees Schedule.

#### **TRANSMITTING DEPOSITS**

You agree to scan, transmit and otherwise handle all checks and images in compliance with our then-current requirements and security procedures, and otherwise in accordance with these Terms.

#### **ELIGIBLE ITEMS**

The Bank reserves the right to reject any deposit for any reason, but specifically, the following items are **not eligible** for deposit with the Service:

- Checks drawn on the Bank account to which you are depositing,
- Checks that have been altered, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks that are not dated, post-dated, or greater than 180 days old,
- Checks previously returned as unpaid,
- Third party checks (checks originally made payable to a party other than you),
- Checks that are payable jointly, unless deposited into an account in the name of all payees,
- Checks that are not payable in U.S. currency,
- Checks or items on which a stop payment has been issued or for which there are insufficient funds,
- U.S. Treasury Checks,
- Checks drawn on banks located outside of the United States,
- Money orders, savings bonds, credit card cash advance checks, or traveler's checks,
- Checks authorized over the phone and created remotely,
- Images of checks that never existed in paper form

#### **FUNDS AVAILABILITY**

You acknowledge and agree that deposits made with the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC, which applies to deposits made at a Bank branch or ATM. In general, deposits submitted with the Service and received and approved by the Bank before 6:00pm Pacific on any business day that the Bank is open will be considered as the recorded day of your deposit, with availability of deposited funds provided on our next available business day. Deposits submitted with the Service and received and approved by the Bank after that time, or on a day that the Bank is not open for business, will be considered as deposited on our next available business day, with availability of deposited funds provided on our next business day thereafter. We may delay availability of funds based on factors such as the length and extent of your relationship with us, transaction and experience information, the Bank's ability to review a deposit, or other factors at the Bank's discretion. Once the Bank has accepted a deposit with the Service, we are not able to delete or remove it from the collection process and it becomes subject to our funds availability policy described above.

We will notify you if your deposit with the Service is accepted or rejected for processing. We reserve the right to reject any Image for any lawful reason without liability. If an item is rejected, such as for reasons

of illegibility for example, the check may be brought into a branch for re-presentation.

We are not responsible for any check images we do not actually receive, including, without limitation, any image that is dropped or altered during or after transmission by you. No check image will be considered received by us until we transmit to you a confirmation of our receipt. A confirmation does not mean that the image will be processed or is error-free. Images must be complete, usable and in compliance with any data specifications provided in these Terms and other specifications we might establish. If check image does not comply with those specifications or in our judgment is otherwise incomplete or unusable, we may decline to process it. In that case, the check image will not be deemed "received," and we will adjust your deposit and provide you with notification of the adjustment.

#### **LIMITATION ON DEPOSITS**

We reserve the right to impose limits on the number of items or amount of items deposited in a given period. If you attempt to make a deposit with the Service in excess of those limits, we may reject your deposit. Such limits may vary and are subject to change at the Bank's discretion and without prior notification. In any case, you will be notified if we reject a deposit due to imposed limits. You agree to inform us immediately if there is a material change in your financial circumstances. You agree to furnish us upon our reasonable request any financial information about you. You promise that all information when furnished will be true, correct and complete in all material respects.

#### **ENDORSEMENT**

Checks deposited with the Service must be properly endorsed by the payee(s) of the check and deposited into an account owned by one of the payees. **Each check must be endorsed with the payee's signature and the words "For Mobile Deposit Only".**

#### **ACCURACY AND LEGIBILITY**

You acknowledge that the Bank does not verify the accuracy or legibility of the check image prior to processing your deposit. You are responsible for accurately capturing the check image and ensuring its legibility, including inputting the correct dollar amount of the deposit into the Mobile Banking application. You must ensure that each check image includes at least all of the following information in a clear and legible manner: (i) all information on the front and back of the check; (ii) the amount of the check, the payee, and the drawer's signature; (iii) the drawer and the payor bank that is preprinted on the check, including the MICR line; and (iv) other information placed on the check prior to scanning, including any endorsements on the back of the check. You agree to inspect and verify the quality and clarity of all check images and ensure that the camera on your mobile device is clean and operating properly. The Bank is under no obligation to make corrections to check images or their underlying data, although we may do so at our sole discretion. Check defects or other alterations that inhibit the Service from capturing necessary data may require you to deposit the check at your local branch. You agree to assume any and all losses resulting from claims based on check security features that cannot be captured through the image collection process.

#### **RETENTION**

To prevent the risk of depositing duplicate items, you agree to clearly mark original paper checks that have been deposited with the Service after receiving confirmation from the Bank of their acceptance and processing. Checks deposited with the Service should be securely retained for at least 60 calendar days after the deposit is made to ensure that the item was correctly processed and collected. You agree to safeguard all Checks against fire, theft or unauthorized access, and you agree to notify us in writing immediately if any check is lost or stolen. During this time, you agree to provide the Bank with the original paper check(s) to process a payment or resolve a dispute arising from a deposit made with the Service. If you are not able to provide the Check, we reserve the right to reverse the amount of the check from your Account. After 60 calendar days, you agree to securely destroy checks deposited with the Service by first marking them "Void" and then rendering them incapable of further transmission, deposit,

or presentment by destroying them, no later than 90 days after the initial deposit. You agree that you will never re-present the original check.

#### **AVAILABILITY OF SERVICE**

At the Bank's discretion, your ability to use the Service may be suspended or cancelled. If we do, it will not affect any of our rights or your obligations to the Bank. The Service may be unavailable from time to time due to maintenance, technical issues, or other reasons. The Bank is not responsible if the Services are not available. Performance of the Service may be affected by external factors such as the latency of communication networks.

#### **SECURITY**

It is your responsibility to safeguard against unauthorized deposits. You will ensure that no check will be presented for payment such that an endorser, depository bank, payor bank, or drawer will be asked to make a payment twice. You will not deposit or otherwise endorse to a third party any original check, and you promise that no person will receive a transfer, presentment or return of or otherwise be charged for an original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid. You agree to follow any additional procedures we may from time to time require in order to enhance the security and efficiency of the Service. You agree to cooperate with us and provide promptly any information we request concerning your use of the Service or any checks or images.

You are responsible for protecting your mobile device against unauthorized use and any losses and damages from unauthorized access. By using the Service, you agree that you will protect your device and use appropriate passwords and other security precautions to guard against unauthorized use. You are responsible for notifying the Bank promptly if your mobile device is lost or stolen or if you believe there has been any unauthorized activity involving the Service. You are also responsible for safeguarding the security and confidentiality of any information obtained from deposits made with the Service, including your deposited checks or check images. You assume all liability for theft, misappropriation, or misuse that occurs with respect to any check or image that relates to your failure to safeguard your checks and information.

We reserve the right to suspend immediately the Service, your right to use the Service or the processing of any check image if we have reason to believe that there is or has been (i) a breach in the security of the Service, (ii) fraud involving you, the Service or your deposit account, or (iii) any uncertainty as to the authorization or accuracy of any check image.

#### **DEPOSITOR OBLIGATIONS AND WARRANTIES**

By your use of the Service, you represent and promise to us all of the following:

- You have the authority and ability to perform the obligations outlined in the Terms and all of the information you've supplied to the Bank is accurate and true,
- You will provide reasonable assistance to the Bank and its service providers in providing the Service,
- You will use the Service for lawful purposes and in compliance with all applicable rules and regulations, and with the Bank's reasonable instructions, rules, policies, specifications, terms and conditions, and operating procedures,
- You will not violate the law of any country or the intellectual property rights of any third party,
- You will not alter any check deposited with the Service,
- You will only submit items eligible for the Service, as outlined herein,
- You will submit items with the proper endorsement, as outlined herein,
- You will submit only one accurate and clear image of the front and back of each check (no duplicate items),
- You will not submit a check through the Service and attempt to collect the original paper item,

- You will retain checks submitted through the Service per the retention requirements outlined herein,
- You will safeguard the security and confidentiality of your device and information obtained through use of the Service.
- With respect to each check and corresponding check image:
  - Each check image is a digitized version of the check, complies in all respects with these Terms, and accurately represents all of the information on the front and back of the check.
  - You are entitled to enforce the check.
  - All signatures on the check are authentic and authorized.
  - The check and check image have not been altered, and the check is not counterfeit.
  - The check and check image are not subject to a defense or claim of any party that can be asserted against you.
  - You have no knowledge of any insolvency proceeding commenced with respect to you or the drawer of any check.
  - Any returned or rejected image is primarily enforceable against you and the drawer of the check.
  - You have possession of the original check, and there are no other duplicate images of the check

All transfer and presentment warranties imposed by the Uniform Commercial Code, other applicable law and the Deposit Account Agreement also apply to you.

#### **STATEMENTS AND ERRORS**

You should carefully review and reconcile all statements against your records concerning check images transmitted using the Service. If you fail to report any errors to us within the timeframes set forth in the Deposit Account Agreement, we may deem all transactions reflected on a statement as correct, and you will be precluded from asserting against us any errors with respect to such transactions.

#### **TERMINATION**

We may terminate or suspend all or part of the Service for any reason at any time, in our discretion, without notice or liability to you. No termination will affect any rights or obligations of yours or ours incurred prior to the effective date of termination. Without limitation, your obligation to maintain checks and all of your representations and warranties will survive any termination of the Service. You agree to maintain sufficient funds in your deposit account to cover any outstanding items and processing fees. You agree to keep the account open and in good standing for no less than sixty (60) days following the effective date of any termination. You agree to pay upon demand all amounts charged to your account that exceed the available balance, along with any additional overdraft or other charges as provided in the Deposit Account Agreement. You agree to retain all checks and otherwise cooperate with us as provided above.

#### **NO WARRANTIES**

YOU AGREE THAT YOUR USE OF THE SERVICE 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 SERVICE, 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 SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.

WE MAKE NO WARRANTIES AS TO THE SECURITY OF YOUR COMMUNICATIONS VIA OUR FACILITIES OR THE SERVICE (WHETHER SUCH COMMUNICATIONS ARE DIRECTED WITHIN THE SERVICE, OR OUTSIDE THE

SERVICE TO THE INTERNET), OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR YOUR COMPUTER(S), MOBILE DEVICE OR ONLINE COMMUNICATIONS. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. YOU HAVE THE SOLE RESPONSIBILITY TO SECURE YOUR MOBILE DEVICES.

#### **LIMITATIONS OF LIABILITY**

In no event will Columbia State Bank, its parent company, or any of its affiliates, contractors, or their respective officers, directors, employees, consultants, agents, other Service Providers or licensors be liable under any contract, tort, negligence, strict liability or other claim for any direct, indirect, incidental, special, consequential or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data or other intangible losses (even if advised of the possibility of such damages). This includes, without limitation, any liability caused by or resulting from any of the following:

- The use or the inability to use the Service
- Any failure of performance, error, omission, interruption, delay in operation or transmission, computer virus, loss of data, theft, destruction, or unauthorized access to your information or mobile device, whether attributable to us, our third party vendors or otherwise
- Errors, inaccuracies, omissions, or other defects in information or content provided by, contained within, or obtained through the Service
- Any refusal of a payor bank to pay an item for any reason (other than our breach of contract, negligence or willful misconduct), including, without limitation, that the check or image was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature
- Any lack of access to the Internet or telecommunications system, or the inability to transmit or receive data
- Failures or errors on the part of Internet service providers, telecommunications providers, mobile devices or our own internal systems
- Any other failure, action, or omission, and regardless of whether arising under breach of contract, tortious behavior, negligence or under any other theory or cause of action

Our liability for errors or omissions with respect to any data we transmit or print will be limited to correcting the errors or omissions. Correction will be limited to reprinting and/or representing items to the payor bank.

Notwithstanding anything else in these Terms, our liability to you for claims relating to the Service, whether for breach, negligence, infringement, tort or otherwise will be limited to an amount equal to the total fees paid by you to us for the Service during the twelve (12) month period immediately preceding the first event that formed the basis of the claim. This provision will survive any termination of the Service.

#### **INDEMNIFICATION**

You agree to indemnify, defend, and hold Columbia State Bank, its parent company, and its affiliates, officers, directors, employees, consultants, agents, other Service Providers and licensors harmless from any and all third party claims, actions, liability, damages and/or costs (including but not limited to reasonable attorney's fees) arising from or relating to any of the following:

- Your breach of these Terms
- Negligent or willful misconduct by you or any person party acting on your behalf
- Any failure by you to prevent loss or theft of a check;
- Failure by you to prevent a check or image Item from being presented for payment more than once
- Any failure to properly void a check
- Any misuse of the Service

- Your failure to comply with all applicable federal, state and local laws, rules and regulations
- Any claim that the unavailability of an original check has caused damage to a third party
- The return of a check or item, even if the item has been initially paid by the payor bank, for any reason other than our breach of our duties under these Terms
- Any act or omission by us that is not inconsistent with these Terms or that is consistent with your written or oral instructions
- The act, failure to act or the delay in acting by any financial institution other than us
- Actions by third parties, such as the introduction of a virus, that delay, alter or corrupt the transmission of an image to us
- A third party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files or other materials submitted by you to or through the Service
- Fraud, manipulation or other breach of this Agreement by you
- Any third party claim, action or allegations brought against Columbia State Bank arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase of sale of any goods or services
- Your violation of any rights of a third party; or
- Your use of the provision of the Service or use of your account by any third party.

The Bank reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with the Bank in asserting any available defenses. You will not settle any action or claims on the Bank's behalf without our prior written consent. This provision will survive any termination of the Service.