

# Biz Connect Application



## Customer Information

Company Name:	Company ID:	TIN:
Phone:	<input type="checkbox"/> New application <input type="checkbox"/> Change to existing application	
<input type="checkbox"/> Include access to Business Bill Pay - Monthly Maintenance fee of \$5.95 is charged to account number:		
<input type="checkbox"/> Include access to Business Bill Pay with Payroll - Monthly Maintenance fee of \$15.95 is charged to account number:		
<input type="checkbox"/> Quicken/QuickBooks - Direct Connect - Monthly Maintenance fee of \$9.95 is charged 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\*

<b>Primary Contact / Administrator</b>	<input type="checkbox"/> Provide access to Bill Pay (if applicable)	<input type="checkbox"/> Provide access to Direct Connect (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:		

<b>User 2</b>	<input type="checkbox"/> Provide access to Bill Pay (if applicable)	<input type="checkbox"/> Provide access to Direct Connect (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:		

<b>User 3</b>	<input type="checkbox"/> Provide access to Bill Pay (if applicable)	<input type="checkbox"/> Provide access to Direct Connect (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:		

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.

## Authorized Signatures

Signature:	
Printed Name:	
Title:	
Email:	Date:

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

<sup>1</sup> 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.

**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  Yes

\* Additional fees may apply when adding users.

# 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
- Direct Connect or export history to finance software (such as Quicken or QuickBooks)
- Bill Pay upon enrollment
- Mobile Banking upon enrollment

### 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](http://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 checking to other institutions through ACH
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds from line of credit to checking
- transfer funds from line of credit 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 90 days deposits to checking accounts
  - the last 90 days withdrawals from checking accounts
  - the account balance of savings account(s)
  - the last 90 days deposits to savings accounts
  - the last 90 days withdrawals from savings accounts

**b. Mobile Transfers.** You may access your account(s) through Columbia Bank's web-based business mobile banking. 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. Direct Connect Services

Our Direct Connect Services offer you the ability to connect to your Account(s) through certain financial management software, including without limitation Quicken®, QuickBooks® Desktop Software, and other software we may identify for use with our Direct Connect Services from time to time ("Financial Management Software"). Our Direct Connect Services are subject to the following:

- You are solely responsible for obtaining a valid and separate license agreement with the provider of your Financial Management Software (a "License Agreement"), and you agree to comply at all times with the terms of any such License Agreement. Your Financial Management Software must be a version that is compatible with our Direct Connect Services. Also, please note that your License Agreement may contain terms and conditions that limit or otherwise restrict your ability to use our Direct Connect Services. You understand and agree that we will not be liable or responsible for any such limitations or restrictions.
- As part of our Direct Connect Services, you will have the ability to download Account information into your Financial Management Software. You must ensure that any computer(s) or mobile device(s) you use to access your Financial Management Software will not be compromised, including without limitation, by hacking through which a third party may gain access to the computer(s), mobile device(s), and/or communication systems used to access your Financial Management Software. You assume all risk and liability arising out of any such compromise, whether it results in unauthorized transactions via the Services or otherwise, and you agree to indemnify and hold harmless the Bank (and any other Indemnitees) from and against any and all Losses resulting from such a compromise.
- Please note that we will not automatically update Account information that you have downloaded into your Financial Management Software. In part, this means that Account information reflected in your Financial Management Software may reflect transactions from a prior time period (and may not be current when you access the Account information). For example, the Account information reflected in your Financial Management Software may not reflect banking or other financial activities or transactions that have not yet been completed or settled, and will only reflect the Account information as of the date or time you downloaded the information into your Financial Management Software. You understand and agree that you will be solely responsible for periodically updating your Account information by downloading updated Account information into your Financial Management Software from time to time.
- Please note that, in some cases, not all of your Account information may be downloaded into your Financial Management Software, meaning that the Account information reflected in your Financial Management Software may not reflect all of your Account activity. The periodic Account statements we provide to you will reflect your Account activity, and you understand and agree that the Account information you download into your Financial Management Software is for tracking purposes only (and should not serve as a substitute or alternative to your periodic Account statements).
- In some cases, you may also use your Financial Management Software to initiate online bill payments.
- Please note that your Financial Management Software is developed and provided by a third party, and that we make no warranties, express or implied, with respect to the Financial Management Software. For instance, we expressly disclaim any and all implied warranties relating to the Financial Management Software, including without limitation any warranties of non-infringement, warranties that may arise out of a course of dealing, course of performance, or

usage or trade, implied warranties of merchantability or fitness for a particular purpose. We do not warrant that your use of the Financial Management Software will be uninterrupted or error-free or that our Direct Connect Services will be compatible with your Financial Management Software, or that the information available through your Financial Management Software will at all times be up-to-date, accurate, or reliable.

- We may periodically add new functionality to (or remove certain functionality from) our Direct Connect Services from time to time. We will typically notify you of any new functionality, but we will not be required to do so. By using any new functionality when it becomes available to you, you understand and agree that the new functionality will also be subject to these Terms and Conditions, along with any other terms and conditions generally applicable to the Service(s) as published or otherwise available on our website.

#### 4. 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 an organization 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.

#### 5. E-Mail.

**a. Uses.** We recommend that you do not use the Columbia Business Online Banking e-mail function for communication that is time sensitive, such as placing stop payments, making funds transfers, reporting lost or stolen debit or credit cards or checks, or reporting an error on your account. If you send us a message using e-mail, we will receive it by the following business day. You agree that we may take a reasonable period of time to act on any message. You further agree not to use e-mail for communicating any information or material which is, in our opinion, obscene, defamatory or otherwise objectionable.

**b. E-mail is Not Secure.** E-mail transmissions are not secure. You must not send us or ask for sensitive information via any general or public e-mail system.

**c. Responses by E-mail.** You agree that the Bank may respond to you by e-mail with regard to any non-confidential matter related to Business Online Banking services. Any such message we send you shall be considered received within three days of the date sent, regardless of whether you check your e-mail messages within that time frame.

**6. Alerts.** We may allow you to sign up to receive alerts via e-mail 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.

**7. 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.

**8. Charges.** There is no monthly service charge for using Business Online Banking – Standard 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 – Premium Option. 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

## 8. Mobile Deposit Services

### 1. Introduction to our Mobile Deposit Services.

Our Mobile Deposit Services offer you the ability to deposit Checks to your business Account(s) via a mobile device utilizing our Business Online Banking Services (e.g., by capturing and converting Checks into Images, which are then transmitted to us for collection and credit to your Account(s)). This section sets forth additional terms and conditions that apply to the use of our Mobile Deposit Services.

### 2. Definitions.

For purposes of our Mobile Deposit Services, the following terms will have the following meanings:

- **“Account”** means your designated deposit Account at the Bank.
- **“Business Day”** means any calendar day that the Federal Reserve transacts business.
- **“Check”** means: (a) a demand draft, whether or not negotiable, which is drawn on or payable through or at an office of a bank, drawn on a Federal Reserve Bank or a Federal Home Loan Bank, drawn on the Treasury of the United States, or drawn on a state government or unit of general local government that is not payable through or at a bank; (b) a United States Postal Service money order; or (c) a traveler’s check drawn on or payable through or at a bank. The term “Check” includes an Original Check and a Substitute Check. However, the term “Check” does not include a noncash item or an item payable in a medium other than United States money.

- **“Original Check”** means the first paper Check issued with respect to a particular payment transaction.
- **“Substitute Check”** means a paper reproduction of the Original Check that: (a) contains an image of the front and back of the Original Check; (b) bears a MICR line containing all the information on the MICR line of the Original Check, except as provided under generally applicable industry standards for Substitute Checks to facilitate the processing of Substitute Checks; (c) conforms, in paper stock, dimension, and otherwise, with generally applicable industry standards for Substitute Checks; and (d) is suitable for automated processing in the same manner as the Original Check.

### 3. Your Duties and Responsibilities.

**a. General.** You agree to submit valid Checks payable to you for deposit to your Account(s) via our Mobile Deposit Services solely in accordance with this section. For each Original Check, you agree to endorse the Check “For Mobile Deposit Only” with your name and Account number. In using our Mobile Deposit Services, you will create an image of the front and back of the Original Check (an “Image”), which must have legible MICR data and a legible endorsement (and in a format that allows us to create a Substitute Check). You agree to enter the amount of the Check using the written amount of the Check into the data field provided in connection with our Mobile Deposit Services. Your deposits must be received before 6:00 p.m. on a Business Day. Items received after this time will be processed the following Business Day. If it is reasonably apparent that the Mobile Deposit Services or connectivity is (or are) unavailable or not functioning properly, you agree to refrain from imaging Checks, and instead, you agree to deliver those Checks to one of our branches for deposit. You understand and agree that we will not be responsible or liable for any loss or damage caused by any such unavailability or malfunction.

**b. Items Not Available for Deposit.** You understand and agree that we reserve the right to reject any deposit for any reason, but specifically, the following items are not eligible for deposit via our Mobile Deposit Services: (i) Checks drawn on the Account to which you are depositing; (ii) Checks that have been altered, or which you know or suspect (or should reasonably know or suspect) are fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn; (iii) Checks that are not dated, post-dated, or greater than 180 days old; (iv) Checks previously returned as unpaid; (v) third party checks; (vi) Checks that are payable jointly, unless deposited into an Account in the name of all payees; (vii) Checks that are not payable in U.S. currency; (viii) Checks or items on which a stop payment has been issued or for which there are insufficient funds; (ix) U.S. Treasury Checks; (x) Checks drawn on financial institutions located outside of the United States; (xi) money orders, savings bonds, credit card cash advance checks, or traveler’s checks; (xii) Checks authorized over the phone and created remotely; (xiii) Images of Checks that never existed in paper form.

**c. Deposit Status.** We will use reasonable efforts to notify you if a deposit submitted via our Mobile Deposit Services is accepted or rejected for processing. You understand and agree that we reserve the right to reject any Image for any lawful reason without liability. If an item is rejected (e.g., due to illegibility, etc.), the Check may be brought into a Bank branch for presentment.

**d. Retention of Original Check; Destruction.** To prevent the risk of depositing duplicate items, you agree to clearly mark each Original Check that has been deposited with the Mobile Deposit Service after receiving confirmation from us of its acceptance and processing. You agree to retain each Original Check for a period of no less than sixty (60) days and no more than one hundred twenty (120) days after the date of deposit. You agree to safeguard all Checks scanned and transmitted in a commercially reasonable manner. At a minimum, you agree to store all retained Checks in a securely locked receptacle, with access limit to only those of your employees and agents directly involved in your use of our Mobile Deposit Services. During the sixty (60) day period, upon our request, you agree to deliver the Original Check to us within two (2) Business Days after our request to facilitate investigations related to unusual transactions or poor quality transmissions, or to resolve any disputes. If you fail to provide us the Original Check, we reserve the right

to reverse the amount of the deposit from your Account(s). After the sixty (60) day period has elapsed, you agree to destroy the Original Check (including any reproductions of such Original Check) in accordance with commercially reasonable practices. You agree that you will never re-present the Original Check.

**e. Checks Drawn on Foreign Institutions.** Please note that we will only accept Checks drawn on United States financial institutions via our Mobile Deposit Services. Checks drawn on foreign institutions may not be scanned via our Mobile Deposit Services, but you may deposit them pursuant to our standard procedures and according to your deposit Account agreement.

**f. Image Content and Quality.** You understand and agree that we do not verify the accuracy or legibility of an Image prior to processing your deposit. You are responsible for accurately capturing the Image and ensuring its legibility, including inputting the correct dollar amount of the deposit into our Business Online Banking Services. You understand and agree that each Image must include all of the following information in a clear and legible manner: (i) all information on the front and back of the Check; (ii) payment instructions placed on the Check or authorized by the drawer (e.g., the amount of the Check, the payee, and the drawer's signature); (iii) the information identifying the drawer and the Payer Bank that is preprinted on the Check, including the MICR line; and (iv) all other information placed on the Check prior to the time the Image was captured. You agree to inspect and verify the quality of all Images on a regular basis and to ensure that the camera on your mobile device is clean and operating properly. You further agree to ensure that all Images are legible and comply with all standards for image quality established by the American National Standards Institute ("ANSI"), the Federal Reserve Board, and any other regulatory agency, clearing house, or association. You understand and agree that we will have no obligation to make corrections to Images or their underlying data, although we may do so at our sole discretion. Check defects or other alterations that inhibit the Mobile Deposit 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.

**g. Audits, Validity, Stay Provisions.** By using our Mobile Deposit Services, you agree to the following: (i) you represent and warrant to us that all Checks you submit to us are valid Checks, and you will reimburse and indemnify us for any and all loss, damage, and expenses (including reasonable attorneys' fees) we may incur in defending such transactions as invalid or fraudulent Checks; and (ii) in the event a proceeding is commenced against you under any bankruptcy or other insolvency laws, you will not oppose or object to any motion by the Bank seeking relief from the automatic stay provisions of such laws.

**h. Representations and Warranties.** For each Check you submit to us, you represent and warrant the following: (i) the Check will contain all information necessary for us to create a Substitute Check, and the Image is a digitized version of the Check, complies in all respects with the content and quality requirements of this Appendix, and accurately represents all of the information on the front and back of the Check at the time the Check was converted into an Image; (ii) no drawee, drawer, endorser, or other depository bank will receive presentment or return of (or will otherwise be charged for) the Check (or a paper or electronic representation of the Check); (iii) the Check is currently, and was at the time of its creation, a bona fide and existing obligation of yours and all signatures on the Check are authentic and authorized; (iv) the documentation under which the Check is payable authorizes you to charge and collect the monies owed; (v) the Check and all documentation and practices related to the Check comply with Applicable Law/Rules; (vi) the Check and Image have not been altered, and the Check is not counterfeit; (vii) the Check and Image are not subject to a defense or claim in recoupment of any party that can be asserted against you, and you have no knowledge of any bankruptcy or insolvency proceeding commenced against you or the drawer of the Check; and (viii) the Check is not a third party check (i.e., an item that is made payable to another party and then endorsed to you by such party). In addition to the foregoing, for each Check you submit to us, you also make all representations, warranties, and indemnities arising under Applicable Law/Rules and your

deposit Account agreement.

**i. Substitute Check Indemnity; Set-Off.** Without limiting your indemnification obligations otherwise set forth in these Terms and Conditions, you agree to indemnify and hold harmless the Bank (and any other Indemnitees) and any subsequent recipient of a Check (including a collecting or returning bank, the drawer, the drawee, the payee, and any endorser) (collectively, the "Recipients") from and against any and all Losses incurred by the Recipients if such Losses occurred due to the receipt of a Substitute Check instead of the Original Check. In addition, and without limiting any other remedy available to us, and subject to Applicable Law/Rules, you understand and agree that we may exercise our right of setoff or security interest against your Account(s), with or without notice, in the amount of any Substitute Check created in connection with our Mobile Deposit Services, plus interest and expenses (including costs and reasonable attorneys' fees) relating to the Substitute Check in connection with a breach of any of your representations and warranties or in connection with your indemnification obligations set forth in this Appendix.

**j. Security.** You understand and agree that it is your sole responsibility to safeguard against unauthorized deposits. Without limiting the generality of the foregoing, you agree to 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 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 Security Procedures we may from time to time require in order to enhance the security and efficiency of the Mobile Deposit Services. You agree to cooperate with us and provide promptly any information we request concerning your use of the Mobile Deposit Services or any Checks or Images. You are responsible for safeguarding the security and confidentiality of any information obtained from deposits made with the Mobile Deposit Services, including without limitation your deposited Checks or Images. You understand and agree that 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.

#### 4. Our Duties and Responsibilities.

**a. Receipt of Check Images.** You understand and agree that we will not be responsible for any Images that we do not actually receive, including without limitation any Image that is dropped or altered during or after you transmit the Image via our Mobile Deposit Services. A deposit will not be considered received by us until we transmit a notice to you confirming our receipt. A confirmation does not mean that the Image will be processed or is error-free. As described above, Images must complete, usable, and in compliance with any data specifications set forth in this Appendix and any other specifications we may establish from time to time. If an Image does not comply with such specifications, or if we determine the Image is otherwise incomplete or unusable, we may decline to process the Image. In such case, the Image will not be deemed "received" by us, and we will adjust the deposit and provide you with notification of such adjustment.

**b. Rejection of Images.** You understand and agree that we may reject an Image for any lawful reason without liability. For instance, without limiting the generality of the foregoing, we may reject an Image: (i) that does not comply with the content, quality, or other requirements set forth in this Appendix; (ii) if you have failed to comply with any Account balance obligations; (iii) if the Image would cause Exposure Limits to be exceeded; and/or (iv) for any other reason we deem appropriate (in our sole discretion).

**c. Processing.** We will process and deposit into your Account any Check(s) you submit via our Mobile Deposit Services in accordance with our internal procedures and Applicable Law/Rules on Business Days, subject to our standard cut-off time of 6:00 p.m. PT. You understand and agree that we do not examine Checks to verify any data or dates. We will process the Check according to the amount you enter, if applicable, or by the numeric amount shown. If the numeric amount is unclear, we

may process the Check according to the written amount, and we may correct the amount you entered. If the Check is ambiguous, we may return the Check as an exception. If a Check does not have the necessary information for us to process the Check, then we may also treat the Check as an exception. If a Check is treated as an exception, we may forward the Check to you and it will not be deposited or otherwise reflected in your Account(s). You understand and agree that we will disregard any notation on a Check containing "paid in full" (or other restrictive notation(s)), whether pre-printed or handwritten, and we will treat such Check as though such notation did not appear on the Check. In general, any Check(s) made payable to you (or any reasonable derivation of your name) will be acceptable for deposit.

**d. Limitation on Deposits.** We reserve the right to impose limits on the number or amount of items deposited via our Mobile Deposit Services in a given period. If you attempt to make a deposit in excess of those limits, we may reject your deposit. Such limits may vary and are subject to change at our discretion and with or without notice to you. In any case, we will use reasonable efforts to notify you 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 your business. In such case, you represent and warrant to us that all information you furnish to us will be true, correct, and complete in all material respects.

**e. Funds Availability.** You acknowledge and agree that deposits made with the Mobile Deposit Services 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 via our Mobile Deposit Services (and received and approved by us) before [6:00 p.m.] on a Business Day will be considered received on the day of your deposit, with availability of funds provided on the next Business Day. Deposits submitted via our Mobile Deposit Services (and received and approved by us) after that time, or on a non-Business Day, will be considered received on the next Business Day, with availability of funds provided on the following 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, our ability to review a deposit, and other factors in our sole discretion. Please note that, once we have accepted a deposit made via the Mobile Deposit Services, we are not able to delete or remove it from the collection process and it becomes subject to our funds availability policy described above.

**f. Returns.** In the event a receiving financial institution (a "Payer Bank") returns an item to us unpaid, we will charge your Account for such return, and we may either: (i) return the item to you; or (ii) re-present the item to the Payer Bank before returning the item to you. Notwithstanding the foregoing, you understand and agree that we will have no obligation to re-present or re-transmit a returned item. We will notify you via any means we deem appropriate that we have received a returned item no later than one (1) Business Day after the Business Day of our receipt. You understand and agree that we will have no liability to you by reason of the rejection or return of any Image or item, or by the fact that such notice was not given to you at an earlier time. If a Payer Bank or third party makes a claim against us (or seeks a re-credit) with respect to any item, we may provisionally freeze or hold aside a like amount in your Account(s) pending our investigation and resolution of the claim (or sought after re-credit), and you understand and agree that we will have no liability to you for doing so.

**5. Discrepancies.** You agree to promptly notify us in writing of any error in connection with our Mobile Deposit Services, or of any discrepancy between the records you maintain and any notice you receive from us with respect to the Mobile Deposit Services. You further agree to provide us with any additional information, materials, and/or documentation we request from time to time in connection with any such error or discrepancy. You specifically agree that fourteen (14) days from the date of any such error or discrepancy is a reasonable time for you to notify us of such error or discrepancy, unless other agreements, laws, rules, or regulations provide for a shorter period. You understand and agree that, if you do not notify us of any errors or discrepancies within this timeframe, you waive any objections or claims based upon such errors or discrepancies. Further, you understand and agree that we will have the right to correct the amount in the data field for any Check that

has an incorrect amount to be consistent with the Image of the Check. Despite the foregoing, if at any time we discover that the legal amount of the Check is different than the amount that has been credited to your Account(s), we reserve the right to make the necessary adjustment to the Account(s) to correct the discrepancy.

## 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 organization 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 an organization 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 enrollment form. “We,” “us” and “our” mean Columbia State Bank. “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.

## TREASURY MANAGEMENT ADDENDA TO TERMS AND CONDITIONS

**1. 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 Customer will be responsible for granting authority for the specific services 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 shall diligently monitor its list of Authorized Users and shall promptly notify Bank in writing if Customer desires to add or delete an Authorized User's name from the list or to add or delete any Service authorized for and Authorized User. Such notice shall be delivered to Columbia Bank, P. O. Box 2156, Tacoma, WA 98401-2156, Attn: Treasury Management, MS 6220, and shall be effective on the second Business Day following the day of Bank's receipt thereof. 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.

**2. 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.

**3. 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.

**4. 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.

**5. 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

## 6. 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](mailto:treasurymanagementservices@columbiabank.com)

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