

Online & Electronic Terms and Conditions

Your use of Online Banking through our Site is subject to all of the following terms and conditions (the "Agreement"). Please read the Agreement carefully before proceeding, as your use of Online Banking constitutes your acknowledgement of and agreement to all of its terms and conditions.

Who We Are. We are Columbia State Bank; a Washington state chartered commercial bank. We are owned by Columbia Banking System, Inc. We also operate under the trade name Columbia Bank. When you bank with Columbia Bank, you are banking with Columbia State Bank. Deposits made with Columbia Bank are not insured separately by the FDIC.

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 enrolled in Online Banking. "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 Online Banking on your behalf, or (ii) accesses Online Banking using your Online Banking password, whether or not such person has actual authority to do so. "Account" means your primary checking account or any other account with us that are accessible through Online Banking. "Business day" means Monday through Friday, except for federal banking holidays. "Transaction" means any transaction requested using Online Banking. "Site" means our online website as amended from time to time.

"Mobile device" means a laptop computer and, if you are enrolled in Mobile Banking, includes a web-enabled or SMS text-enabled cell phone, smart phone, iPod, iPad or any other device that is capable of accessing the Internet through wireless local area networks, cellular transmission points and/or satellite phone systems or sending and receiving text messages.

I. SERVICES

1. Services Available. Using Online Banking, you will be able to access some or all of the following services ("Services"):

- View account balances, detail and history
 - Search account activity by check number, amount or date
 - Retrieve electronic check images
 - Transfer funds between Columbia State Bank accounts
 - Export history to personal finance software (such as; Quicken, Money, and QuickBooks)
 - Pay bills to merchants, institutions or individuals with a U.S. address
 - Set up reminder notes and alerts
 - Sign up for electronic statements (consumer only)
 - View past statements when enrolled in eStatements
 - Use a mobile device to conduct Online Banking and Bill Pay transactions
- Services may change from time to time.

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

3. Bill Payment Service.

a. Generally. The Bill Payment 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 you provide us via 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, we will process that instruction 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 delay in processing or mis-posting by such payees where a payment fails to meet such requirements.

b. You Must Allow Sufficient Time for Payment.

Payments using Online Banking require sufficient time for delivery and for your payee to credit your account properly. To avoid incurring late fees or finance charges, 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 cutoff date and time posted on the "Pay Bills" screen by following the instructions on the Bill Pay Service screen. Note that when you cancel a recurring payment, you may be canceling all future payments as well.

d. Refusing Bill Payment Requests. We may refuse to process any bill payment request if there are insufficient available funds in the account or if you have insufficient credit available on a linked overdraft line of credit (if any), even if we have processed such requests in the past. You agree to pay our current overdraft and other fees if we process such requests.

e. Late or Incorrect Payments. If we fail to send a bill payment in a manner consistent with your timely and proper instructions to us and your account with the payee is in good standing, we will pay any reasonable

late fee or finance charge imposed by the payee to the extent that the fee or charge 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. However, we will not be responsible for any fees or charges imposed or any other action taken by a payee resulting from a payment that you have cancelled or not scheduled or submitted properly, or if your account with the Payee is not in good standing. We will also have no liability if any third party through which a bill payment transaction is made fails to properly transmit the payment to the payee.

f. Recurring Bill Payments. Recurring bill payments are payments for the same amount that are scheduled to be made at periodic intervals (every week, every two weeks, every month, the last day of every month, etc.). If you properly arrange for a recurring bill payment, we will continue to make recurring bill payments automatically until you properly cancel them through Online Banking. We will have no liability to you if you fail to properly arrange for or cancel a recurring bill payment.

g. Enrollments. Enrollment in Bill Pay can be completed through a user's online banking session. 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. By enrolling in Bill Pay, you acknowledge and accept this risk. Also, if you are a business, you are solely responsible for all transactions made by any authorized user, even if that authorized user requests bill payments that are not authorized. You agree to indemnify, defend and hold us harmless from and against all claims, losses, costs (including reasonable attorney fees and court costs) and damages that arise out of or relate in any manner to the actions or omissions of any authorized user.

4. E-Mail.

a. Uses. Do not use the e-mail function for communication that is time sensitive, such as 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 we may respond to you by e-mail with regard to any non-confidential matter related to our services. Any message we send you will be considered received on the same calendar day as it is sent, regardless of whether you check your e-mail messages.

5. Live Chat.

a. Uses. Live Chat is an electronic secure messaging system used to communicate with bank representatives through your online banking session. Live Chat is only available during regularly scheduled business hours. Do not use Live Chat for communication that is time sensitive, such as stop payments, making funds transfers, reporting lost or stolen debit or credit cards or checks, or reporting an error on your account. You agree not to use Live Chat for communicating any information or material which is, in our opinion, obscene, defamatory or otherwise objectionable.

b. Communicating and sharing your desktop screen through Live Chat. You agree that we may respond to your inquiries through Live Chat. Should you initiate to share your desktop screen through Live Chat, we are not able to conduct any transactions or other business; we can only see your screen to help troubleshoot any issues you may be having.

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. You agree to pay our then-current fees and charges applicable to your use of Online Banking. You agree to be responsible for any telephone charges and Internet service provider charges you incur using Online Banking. There is also a service charge for businesses using Bill Pay, and this charge applies for as long as you maintain your enrollment, regardless of whether you use Online Banking. You must select a primary checking account from which our fees and charges will be deducted.

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 Error Resolution. All transactions completed through Online Banking will appear on your periodic account statement. Please refer to the Deposit Account Agreement and Terms and Conditions for rules applicable to account statements. If you think your statement is wrong or if you need more information about a transaction, please see "Error Resolution Notice" below for the proper procedures to follow.

11. Service Interruptions. Online Banking may be unavailable at certain times, such as 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 Online Banking. However, we are in no way liable for the unavailability of all or any portion of Online Banking or your inability to complete transactions as a result of such unavailability.

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

you have not cancelled, even if you have terminated your enrollment in Online Banking. You may contact us at 1-877-272-3678 to terminate Mobile Banking and continue to use Online Banking.

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 "Error Resolution Notice" below for the proper procedures to follow.

2. Protect Personal Information. In addition to protecting your user ID, password and other account information, you must 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 have a user ID, a password and/or PIN. You will also be asked to answer one or more security questions to gain access to your account(s) through Online Banking. We are entitled to act on any instructions we receive under your password. For security purposes, we recommend that you memorize your password and do not write it down. You can further protect your password by:

- Avoiding the use of easily accessible information, such as, your date of birth or street address.
- Changing it regularly or if you ever suspect someone may know it.
- Select 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. Any use of your password will be considered the same as your written signature in authorizing us to complete any transaction request we receive through Online Banking, whether by you, any authorized user, or any other person. Any person to whom you give your password will have full access to your account(s), and you assume all risk of loss resulting from any such access. If you have given your password, PIN or security questions to another person and no longer wish that person to have access to your account, or if you believe someone has obtained your PIN or security questions without your knowledge, it is YOUR RESPONSIBILITY to change your password, PIN and security questions immediately.

4. Encryption. Data transferred via Online Banking is encrypted in an effort to provide transmission security. Notwithstanding, you acknowledge that the Internet is inherently insecure and that all data transfers, including e-mail, occur openly on the Internet and may be monitored and read by

others. By enrolling in Online Banking, you acknowledge and accept these risks. We expressly disclaim any warranty that data transfers utilizing Online Banking or e-mail transmitted to or by us will not be intercepted, monitored or read by others.

5. Additional Security Procedures. We may from time to time implement additional or alternative procedures to protect the security and confidentiality of your Online Banking transactions. Such procedures may include, without limitation, encryption, creating security firewalls in our computer systems and implementing other commercially reasonable security procedures. You agree to comply with all security procedures we may impose in connection with Online Banking, including any changes to such procedures that we might make from time to time. You agree that all security procedures used by us, our affiliates and agents in connection with 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). Your continued use of Online Banking constitutes your agreement to comply with such changed procedures and your acknowledgement that such changed procedures are commercially reasonable.

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 establishing and maintaining your own security procedures, in communicating with us, in reviewing account statements for any errors or discrepancies, and in all other use of Online Banking.

7. Logging off. To help prevent unauthorized access to your account, you must log off of Online Banking each and every time you use it. Many Internet browsers have a "time-out" feature. If you are logged on to Online Banking and you do not use your computer or mobile device for a period of time, it may "time-out" on the screen that was open. Later, when a key is pressed, the computer or mobile device may resume operation on the last screen that was open. Unless you log off, anyone who has access to your computer or mobile device may be able to access your account(s). You are solely responsible for any unauthorized access to your personal or financial information and any transactions on your account(s) that result from your failure to properly log off of Online Banking.

III. LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER

1. Limitation of Liability for Loss. To the fullest extent allowed by law, you agree that neither we nor any of our employees, officers, directors or 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 loss of data, profits or opportunity), or any other indirect, special, or punitive damages whatsoever, (i) that arise out

of or relate 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 in connection with your use of Online Banking will be limited, at our election, to: (i) a refund of the amount you paid, if any, for information or services obtained through Online Banking during the twelve month period immediately preceding the date that such damages were incurred, or (ii) correction of the information we provided or the erroneous transaction(s) we effected. No failure or unconscionability of that or any other remedy will 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.

4. Warranty Disclaimer. ONLINE BANKING, THE SITE AND ALL INFORMATION ON THE SITE ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WE MAKE NO REPRESENTATIONS AND DISCLAIM ALL WARRANTIES AND DUTIES OF EVERY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITATION, WE DISCLAIM ALL WARRANTIES (I) AGAINST INFRINGEMENT, (II) THAT THE SITE WILL BE UNINTERRUPTED OR FREE FROM VIRUSES, (III) AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, SUITABILITY OR AVAILABILITY OF ONLINE BANKING OR ANY SERVICE, AND (IV) OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IV. GENERAL TERMS AND CONDITIONS

1. Terms of Agreement. You agree to the terms and conditions of this Agreement every time your login and password is used to access Online Banking. Where there is a conflict between one or more provisions in this Agreement and the provisions in any other agreement you have with us, the provisions in this Agreement will control with respect to Online Banking. Your use of Online Banking is also subject to any on-screen terms or instructions, the rules and regulations applicable to your account as described in the Deposit Account Agreement, Terms and Conditions, any other agreements applicable to specific services available on Online

Banking, the rules and regulations of any funds transfer system to which we belong, and applicable state and federal laws and regulations, all of which constitute the complete agreement between you and us.

2. Electronic Funds Transfer Act. This Agreement applies to personal accounts and business accounts, unless an exception is noted. Because personal accounts may be subject to the Electronic Funds Transfer Act ("EFTA"), some personal accounts will be governed both by the rules of the EFTA and this Agreement. If the EFTA applies to an account and there is a conflict between the rules of the EFTA and this Agreement, the EFTA's provisions will control. Please see "Electronic Funds Transfers Agreement and Disclosure" below for the special rules applicable to such personal accounts.

3. Changes in Service Charges, Terms. We reserve the right to change the service charges or any other terms described in this Agreement. When changes are made to any service charges or other 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 or electronic message. For changes involving additional service charges, 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 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.

4. License Grant and Use Restriction; Your Indemnification. 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.

5. Accuracy of Information. We strive to provide complete, accurate and timely account information through 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.

6. Links to Other Sites. The Site contains 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.

7. 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.

8. 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.

9. 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.

10. 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 this Agreement (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.

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

12. 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 ours 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.

13. How to Contact Us. For all matters affecting this Agreement, you may call us at 253- 305-0599 or toll free at 1-877-754-5074, or you may write to us at the following address: Columbia Bank, Online Services, MS 4600, P.O. Box 2156, Tacoma, WA 98401-2156.

Electronic Fund Transfers

Your Rights and Responsibilities

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Fund Transfers Initiated By Third Parties.

You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking, savings, or money market account(s).

- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking, savings, or money market account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Columbia On-Call Telephone Banking Transfers - types of transfers - You may access your account by telephone 24 hours a day at 800-304-0050 using your personal identification number and your account numbers, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- make payments from checking to loan accounts with us
- make payments from savings to loan accounts with us
- get information about:
 - the account balance of checking account(s)
 - the last five deposits to checking accounts
 - the last five withdrawals from checking accounts
 - the account balance of savings account(s)
 - the last five deposits to savings accounts
 - the last five withdrawals from savings accounts

ATM Transactions - You may access your account(s) by ATM using your Columbia Cash Card and personal identification number or Columbia VISA® Debit Card and personal identification number, to:

- make deposits to checking account(s)
- make deposits to savings account(s)
- get cash withdrawals from checking account(s)
 - you may withdraw no more than your available balance, up to \$600 per day
 - see the Services & Fees Schedule for applicable charges
- get cash withdrawals from savings account(s)
 - you may withdraw no more than your available balance, up to \$600 per day
 - see the Services & Fees Schedule for applicable charges

- transfer funds from savings to checking account(s)
- transfer funds from checking to savings account(s)
- get information about:
 - the account balance of your checking account(s)
 - the account balance of your savings account(s)

Some of these services may not be available at all terminals.

Columbia VISA® Debit Card Point-of-Sale

Transactions - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

PINless Debit - Columbia Bank allows merchants to process PINless debit transactions over the Accel™ network. These transactions are commonly performed through online bill pay services or for small ticket items. Provisions of the cardholder agreement relating to Visa transactions are not applicable to PINless debit transactions made on the Accel network including, but not limited to, the Visa Zero Liability policy.

Daily ATM Withdrawal Limits - Using your Columbia Cash Card or Visa Debit Card you can obtain cash from your attached account at participating ATMs up to the available balance in your account or \$600 per day, whichever is less, unless a higher pre-arranged agreement has been made with the Bank.

Daily non-Visa Debit Purchase Limits - Using your Columbia Visa Debit Card you can make non-Visa Debit purchases from your attached account at participating merchants up to the available balance in your account or \$1,000 per day, whichever is less, unless a higher pre-arranged agreement has been made with the Bank.

Daily Visa Debit Purchase Limits - Using your Columbia Visa Debit Card you can make Visa Debit purchases from your attached account at participating merchants up to the available balance in your account or \$3,000 per day, whichever is less, unless a higher pre-arranged agreement has been made with the Bank. Business-class cards may purchase up to the available balance in your account or \$5,000 per day, whichever is less, unless a higher pre-arranged agreement has been made with the Bank.

FEES

When you use an ATM not owned by us, you may be charged a fee by the ATM Operator for an electronic funds transfer or for a balance inquiry even if you do not complete a fund transfer. Transactions made in currencies other than U.S. Dollars will be converted to U.S. Dollars under Visa regulations. This International Service Assessment (ISA) fee will appear as a separate transaction on your monthly deposit account statement.

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card

logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Please see your cardholder agreement for additional information relating to the use of your Columbia VISA Debit Card.

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

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from 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

Mobile Transfers

You may access your account(s) through Columbia Bank's iPhone or Android App, mobile web-based banking, SMS text-based banking, or any combination of access types. Through any of these mobile options you will be able to transfer funds between your accounts, view balance and transaction information, and pay bills (if applicable).

Health Savings Accounts (HSA). We permit some electronic fund transfers to and/or from your HSA. The electronic fund transfers we permit are offered for the convenience of managing your HSA. However, electronically moving funds to or from your HSA - for example, depositing more than the allowable amount, or getting additional cash back on an HSA debit card transaction - can raise a variety of tax concerns. As a result, before electronically accessing any account you may have with us, it is a good practice to make sure you are using the correct access device (such as a card) or accessing the appropriate account for the transaction. Also, it

is your responsibility to ensure the contributions, distributions, and other actions related to your HSA, comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this disclosure are intended to work in conjunction with the HSA Agreement provided to you earlier. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-800-304-0050 (Columbia On-Call) to find out whether or not the deposit has been made.
- **Periodic statements.** You will get a monthly account statement from us for your checking accounts.

You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our Services & Fees Schedule for the amount we will charge you for each stop-payment order you give.

- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

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

- (1) where it is necessary for 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 government agency or court orders; or
- (4) as explained in the separate Privacy Disclosure.

UNAUTHORIZED TRANSFERS

(a) Consumer liability.

- *Generally.* Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has

been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

- *Additional Limit on Liability for Columbia VISA® Debit Card.* Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Columbia VISA Debit Card. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by VISA®.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this brochure. You should also call the number or write to the address listed in this brochure if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, call or write us at the telephone number or address listed in this brochure, 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. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for Columbia VISA® Debit Card point-of-sale transactions processed by VISA and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Columbia VISA® Debit Card point-of-sale transactions processed by VISA and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

ATM Statement and Receipts:

Columbia State Bank
Visa Card Services
MS 6935
P.O. Box 2156
Tacoma, WA 98401
1-866-623-3482

Online Banking:

Columbia State Bank
Online Services
MS OP4600
P.O. Box 2156
Tacoma, WA 98401
1-877-754-5074

Business Days: Monday through Friday
Excluding Federal Holidays

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

**NOTICE OF ATM/NIGHT DEPOSIT
FACILITY USER PRECAUTIONS**

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own

safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements or account histories that you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.

13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

Mobile Deposit 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 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, depositary 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.



Online Banking Services: 253-305-0599 or 1-877-754-5074
For additional information: 1-877-272-3678