



**Important  
Information  
About Your  
Deposit Accounts**

- Privacy**
- Terms and Conditions**
- Electronic Transfers**
- Debit Card Agreement**
- Funds Availability**
- Substitute Checks**
- Online Banking Terms and Conditions**

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**FACTS****WHAT DOES FIRST FINANCIAL NORTHWEST DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>● Social Security number</li> <li>● Income</li> <li>● Payment history</li> <li>● Transaction history</li> <li>● Credit history</li> <li>● Credit scores</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons First Financial Northwest chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does First Financial Northwest share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes -</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes -</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes -</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes -</b> information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>Questions?</b>	Call toll-free 1.866.372.1200 or go to <a href="http://www.ffnwb.com">www.ffnwb.com</a>	

<b>Who We Are</b>	
<b>Who is providing this notice?</b>	First Financial Northwest Bank and First Financial Diversified.
<b>What We Do</b>	
<b>How does First Financial Northwest protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also employ: privacy training; strict privacy policies; rigorous security practices and systems; and limit employee access to your personal information.
<b>How does First Financial Northwest collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>● Open an account</li> <li>● Pay your bills</li> <li>● Apply for a loan</li> <li>● Make deposits or withdrawals from your account</li> <li>● Provide account information</li> <li>● Make a wire transfer</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>● sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>● affiliates from using your information to market to you</li> <li>● sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing.
<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> <li>● <i>Our affiliates include:</i> <ul style="list-style-type: none"> <li>● <i>Companies with a First Financial Northwest name</i></li> <li>● <i>Financial companies such as: First Financial Northwest Bank and First Financial Diversified</i></li> </ul> </li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> <li>● <i>First Financial Northwest does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>● <i>Our joint marketing partners include credit card providers</i></li> </ul>

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## Terms and Conditions of Your Account

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### Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

### Agreement

This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Washington and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

### Liability

You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between

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you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

## Deposits

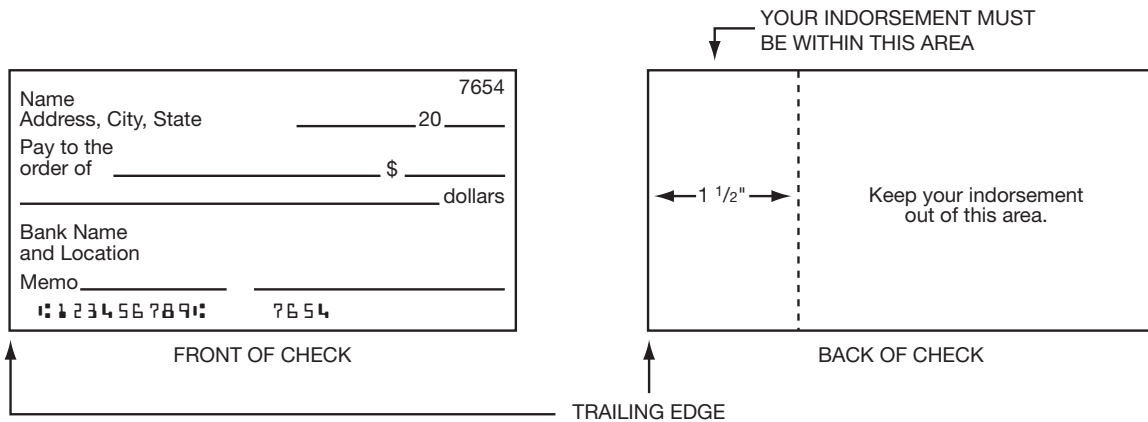
We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

## Indorsements

We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

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## Truncation, Substitute Checks, and Other Check Images

If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

## Withdrawals

**Generally** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a “substitute check,” as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**A temporary debit authorization hold affects your account balance** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it.

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we



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commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Notice of withdrawal** - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

## Ownership of Account and Beneficiary Designation

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Single Account** - is owned by one person.

**Joint Account - With Survivorship (And Not As Tenants In Common)** - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Joint Account - No Survivorship (As Tenants In Common)** - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

**Community Property Account** - Such an account is issued to two married persons who intend that all of the property in the account, including earnings, be held as community property.

**Revocable Trust or Pay-On-Death Account** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

## Stop Payments

Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. When you place your stop-payment order we will tell you what information we need to stop payment. This information must be exact since stop-payment orders are handled by computers. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse

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after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

## Telephone Transfers

A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

## Amendments and Termination

We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

## Notices

Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

## Statements

Statements are a valuable tool to help prevent fraudulent or mistaken transfers. Your statement will show the transactions that occurred in connection with your account during the statement period.

**Your duty to report unauthorized signatures, alterations and forgeries** - Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.

You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

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You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors** - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., on-line, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

## Account Transfer

If you attempt to transfer or assign all or a part of your account, we will not be bound by the transfer or assignment until we agree in writing to the transfer or assignment. We are not required to accept or recognize any transfer or assignment. Unless we agree otherwise in writing, any rights of a transferee or assignee will be subject to our right of setoff or prior security interest. We have no obligation to notify you or any other person before disbursing any funds from your account in accordance with what we in good faith believe to be the terms of the transfer or assignment.

## Direct Deposits

If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

## Temporary Account Agreement

If the account documentation indicates that this is a temporary account agreement, it means that all account owners have not yet signed the signature card, or that some other account opening requirement has not been completed. We may give you a duplicate signature card so that you can obtain all of the necessary signatures and return it to us. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

## Setoff

We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

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This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

## Restrictive Legends or Indorsements

The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

## Payment Order of Items

The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process items presented to or received by us on the same business day.

Our policy is to post deposits first. ATM withdrawals; debit card transactions; ACH items and WEB transfers are posted as they are received throughout the day. When ACH credits and ACH Debits are received at the same time throughout the day, ACH credits will be posted before ACH debits. Checks arriving on the same day will be posted smallest check amount to largest check amount.

If an item other than an ATM or everyday debit card transaction is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item or return the item for insufficient funds. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees. Refer to the Fee Schedule.

## Facsimile Signatures

Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

## Check Processing

We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

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## Postdated Checks

A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

## Stale-Dated Checks

We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

## Check Cashing

We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

## Death or Incompetence

You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

## Fiduciary Accounts

Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

## Credit Verification

You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

## Legal Actions Affecting Your Account

If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds

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from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

## Security

It is your responsibility to protect the account number(s) and access device(s) (e.g., an ATM card, point-of-sale card and/or PIN) for your account(s). Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss.

**Account numbers** - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

**Access devices** - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

**Blank checks** - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

## Telephonic Instructions

Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

## Monitoring and Recording Telephone Calls and Consent to Receive Communications

Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

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- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us .

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

## Claim of Loss

If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

## Early Withdrawal Penalties (and involuntary withdrawals)

We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

## Address or Name Changes

You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

## Resolving Account Disputes

We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

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## Waiver of Notices

To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

## ACH and Wire Transfers

This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

## Pledges

Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective. For example, if an account has two owners and one of the owners pledges the account (i.e., uses it to secure a debt) and then dies, (1) the surviving owner's rights in this account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

## Power of Attorney

You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

## FDIC Insurance

Funds in your account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership"; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Deposit insurance for a person's self directed qualified retirement account is up to \$250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at [www.fdic.gov](http://www.fdic.gov) and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.



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## Unclaimed Property

The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

## UTMA Accounts

Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

## Cash Transaction Reporting

To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

## Backup Withholding/TIN Certification

Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report. Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. The TIN is either a social security number (SSN) or an employer identification number (EIN). For most organization or business accounts other than sole proprietorships, the appropriate TIN is the EIN of the organization or business entity. For sole proprietorships, either the SSN or the EIN is appropriate. However, we must supply the IRS with both the individual owner's name and the business name of the sole proprietorship. The appropriate TINs for various other types of accounts are:

### Account type - TIN

Individual - SSN of the individual.

Joint Account - SSN of the owner named first on the account.

Uniform Gift/Transfer to Minor - SSN of the minor.

Informal (Revocable) Trust - SSN of the owner.

In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income. If you do not have a TIN, we may defer backup withholding if you certify that you do not have a TIN but have applied for one. However, we must begin backup withholding if you do not supply us with a certified TIN within 60 days. If you do not have a TIN because you are a foreign person (either an individual who is a nonresident alien or a foreign organization) you must certify your foreign status. If you are an exempt payee (receiver of interest payments), you do not need to certify your TIN, but you will have to certify your exempt status and supply us with your TIN. The most common exempt payees

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are corporations, organizations exempt from tax under Section 501(a), and an individual retirement plan or a custodial account under Section 403(b)(7). If you do not supply us with the appropriate TIN, we may refuse to open your account.

## Lost, Destroyed, or Stolen Certified, Cashier's or Teller's Checks

Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

## Changing Account Products

We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

## Transactions by Mail

You may deposit checks by mail. You should indorse the check being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the check is credited to the correct account. You should use the pre-encoded checking deposit slips found behind your checks in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the check should be credited, we may apply it to any account or any loan balance you have with us or we may return the check to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

## Remotely Created Checks

Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

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## Unlawful Internet Gambling Notice

Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

## International ACH Transactions

Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

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## Electronic Fund Transfers Your Rights and Responsibilities

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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.

### Types of Electronic Fund Transfers

**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 or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings 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.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to savings accounts.

**Telephone Transfers - types of transfers** - You may access your account by telephone at 425.277.8610 using a touch tone phone, your account numbers and PIN number, to:

- transfer funds from checking to checking or savings
- transfer funds from savings to checking or savings
- transfer funds from line of credit to checking or savings
- make payments from checking or savings to loan accounts with us
- get information about:
  - checking and savings accounts

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to telephone transfers.

**Computer Transfers - types of transfers** - You may access your account(s) by computer through the internet by logging onto our website at [www.ffnw.com](http://www.ffnw.com) and using your login information, to:

- transfer funds from checking to savings or checking
- transfer funds from savings to checking or savings
- transfer funds from line of credit to checking or savings
- transfer funds from person to person (using a third party processor). Fees apply. See fee schedule.
- transfer funds to or from an account held with First Financial Northwest Bank or to an account held at external institutions
- make payments from checking or savings to loan account(s) with us
- make payments from checking or money market account(s) to third parties with the use of bill payer services
- get information about:
  - checking and savings accounts

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**Mobile Banking Transfers - types of transfers** - You may access your account(s) by downloading the First Mobile App and using your online banking username and password, to:

- transfer funds from checking to savings or checking
- transfer funds from savings to checking or savings
- transfer funds from line of credit to checking or savings
- transfer funds from person to person (using a third party processor). Fees apply. See fee schedule.
- make payments from checking or savings to loan account(s) with us
- make payments from checking or money market account(s) to third parties with the user of bill payer services
- make deposits to your checking, savings, or money market account(s) using the First Mobile App. Holds and cutoff times may apply. See the Mobile Capture Terms and Conditions for details.
- get information about:
  - checking and savings accounts

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to computer transfers.

**ACH Transfers and Same Day ACH (SDA)** - You can initiate ACH transfers between your FFNWB account and accounts at external institutions by notifying FFNWB of your request and completing the applicable Authorization form.

You have the ability to initiate a “Same Day ACH (SDA)” transfer to and/or from an external institution for same day availability/posting which is subject to the external institutions posting policies. These requests must be received by the bank before 10 am PT. If a request is received after this time, it will be processed as an SDA item for the next business day. SDA transactions are subject to dollar limits as set forth in the ACH rules and guidelines. In order for an external transfer to be credited, funds must be available in the FFNWB account at the time of the request.

**Limitations on frequency of transfers.** In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers from a savings and money market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, debit card, or similar order to third parties are limited to six per calendar month.

## Debit Card Agreement

**Introduction.** This Debit Card Agreement (“Agreement”) contains contract terms and other important information relating to your Debit Card (“Card”). These terms govern the operation of this account unless varied or supplemented in writing. This Agreement also incorporates any other terms and conditions provided separately with your account agreement as well as the terms of any disclosures you may have received. You should read this Agreement carefully and keep a copy for your records.

**Applicable Law.** This Agreement will be governed by the laws of the state in which your account is located as well as federal laws and regulations. Normal banking customs and practices also apply.

**Definitions.** Unless inconsistent, words and phrases used in this document shall be construed so that the singular includes the plural and the plural includes the singular. The words “we,” “our,” and “us” refer to the financial institution which issues the Card. The words “you” and “your” refer to the owner of the specific account for which Card transactions are permitted. The word “Cardholder” refers to any person authorized by you to use the Card.

**Card Purpose.** This Card is for use by the Cardholder. The Card can be used for point-of-sale and Automated Teller Machine (ATM) transactions only.

**Account Requirement, Payment Responsibility, Transferability, Enforceability.** The services described in this Agreement will be available to you only as long as you maintain a checking or savings account with us. You are liable for the payment of Card transactions authorized by you or any Cardholder. This account may not be transferred or assigned without our written consent.

If any terms of this Agreement cannot be legally enforced, it will be considered changed to the extent necessary to comply with applicable laws. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable.

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**How to Use the Card, Security Procedures.** The Card allows Cardholders to directly access the checking or savings account attached to the Card. We will issue Cards and codes to you at your request.

You agree to the following security procedures. Each Cardholder must sign their Card before it may be used. Once a Card has been issued it cannot be transferred to another person. You agree to immediately notify us when a card has been lost or stolen. You agree to examine your receipts and periodic statements in a timely manner. You agree that the dollar/frequency limits assigned to each Cardholder will also act as a security procedure.

**Termination and Amendments.**

- We may terminate this Agreement and your electronic funds transfer services for you, or any authorized user of your Card, in the event of a breach of this or any other agreement with us; or We have reason to believe that there has been an unauthorized use of your Card or PIN; or We notify you or any other party to your account that we have canceled or will cancel this Agreement.
- You may terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

We may make amendments to this Agreement in the same method as provided in the terms and conditions provided in your account agreement. Use of your Card after receipt of notice of an amendment constitutes your acceptance of the change.

**Notices.** Any notices mailed to you under this Agreement will be mailed to the address we have for you in our records. You will keep us notified of your current mailing address.

**Order of Payment.** Our policy is to post and pay Card transactions in the order they are received. Our policy is to post deposits first, ATM withdrawals, debit card transactions, ACH items and WEB transfers are posted as they are received throughout the day.

**Order of Payment.** Our policy is to post and pay Card transactions in the order they are received. We reserve the right to pay Card transactions before checks, drafts, and other items.

**Stop Payment.** Only stop-payment requests from you or the Cardholder who authorized the transaction will be honored. However, because Card transactions are often processed immediately, stopping or amending payment is difficult and we cannot ensure that any request you make will be effective. In order to be effective, we must receive your request in time to give us a reasonable opportunity to act. Your request must precisely identify the transaction by date, time, location and dollar amount. Only you may release a stop-payment request.

**ATM Transfers - types of transfers and dollar limitations** - You may access your account(s) by ATM using your Visa Debit or ATM Card and personal identification number, to:

- make deposits to checking and savings account(s)
- get cash withdrawals from checking or savings account(s)
  - you may withdraw no more than \$600.00 per day, per card, from all linked accounts
- transfer funds from savings to checking or savings account(s)
- transfer funds from checking to savings or checking account(s)
- get information about:
  - the account balance of your checking/savings account
  - the last 10 deposits to your checking/savings account
  - the last 10 withdrawals from your checking/savings account

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

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to ATM transfers.

**Types of Consumer 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.

**Point-of-Sale Transactions - dollar limitations** - Using your card:

- you may not exceed \$2,500.00 in transactions per day, per card

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to debit card transactions.

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**Currency Conversion.** When you use your Visa®-branded Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

**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.

**Non-Visa Debit Transaction Processing.** We have enabled non-Visa debit transaction processing. This means you may use your Visa®-branded Debit Card on a PIN-Debit Network\* (a non-Visa network) without using a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

**Visa Account Updater Notice of Right to Opt Out.** Your Consumer Visa Debit Card will be automatically enrolled in the free Visa® Account Updater (VAU) service. VAU helps participating merchants who receive recurring payments from your card have access to current card account information on file. For instance, participating merchants will have access to information about card expiration, or if you report that your card has been lost or stolen. You are entitled to opt out of this service. You may opt out at any time.

If you want to opt out, mail us notice of your intention to opt out at P.O. Box 360, Renton, WA 98057. You must include your name, last four digits of your card number, signature, and a statement that says "I would like to opt out of the Visa Updater Service". If you opt out, you may opt back in if you decide you want the Visa Account Updater service in the future. You may opt in the same way(s) that you can opt out.

## Fees

- We charge to replace a lost or stolen Card. See fee schedule.
- We will charge you for each stop-payment order you give. See fee schedule.
- We charge for each nonsufficient funds item. See fee schedule.
- We charge for each overdraft item paid. See fee schedule.
- Please refer to the separate fee schedule for additional information on 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.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

## 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 866.372.1200 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.

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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 disclosure 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 separate fee 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 Privacy Disclosure contained elsewhere in this document; or
- (5) if you give us written permission.

## 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.



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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 Visa®-branded Debit Card.* Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa®-branded Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

**(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 disclosure. You should also call the number or write to the address listed in this disclosure 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 disclosure, 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 Visa®-branded 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 Visa®-branded 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.

FIRST FINANCIAL NORTHWEST BANK  
CUSTOMER SERVICE DEPARTMENT  
P.O. BOX 360  
RENTON, WA 98057  
Business Days: Monday through Friday  
Excluding Federal Holidays  
Phone: 866.372.1200

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## Card and ATM Safety Tips

To protect you and your card and avoid unauthorized use, remember these safety tips:

### Security of your card and PIN

- Please sign your card upon receipt.
- Destroy your old card when it expires or when your new cards become effective.
- Memorize your PIN. Do NOT write it on the back of the card, or keep it with you.
- Never disclose your PIN to anyone.
- Keep a written record of your PIN entirely separate from your card.
- Keep your card in a safe place.
- Remember to pick up your ATM receipts before leaving the ATM.
- Safeguard your account number.
- Always obtain merchant receipts and destroy carbons.

### Security when approaching an ATM

- Be alert - look around the area.
- Leave immediately if you see or sense something suspicious.
- Always have your card in hand, ready to use.

### Security while at the ATM

- Allow a comfortable distance between you and the person using the ATM.
- Respect any line barriers that say "Wait here".
- Do not walk up to the ATM before the current user has left.
- Use your body to shield the ATM's keyboard from another person's line of sight.
- Don't stop to count the money or expose it for others to see.
- Place all money in your pocket or purse immediately.

### Security when leaving the ATM

- Remain alert - watch for strangers who may approach or follow you.
- Keep safe distances between you and others.
- If someone follows you, go to the nearest populated place such as a store or restaurant.

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## Funds Availability Disclosure

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This policy statement applies to all transaction accounts.

Our general policy is to make funds from your deposits available to you immediately after we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. All deposits made through the Automatic Teller Machine (ATM) will be subject to the "ATM Delay" described below.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit before 5:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit (cutoff times may be later on some days). However, if you make a deposit after 5:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in that other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

### Longer Delays May Apply

#### Case-By-Case Delays.

In some cases, we will not make all the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$200 of your deposits will be available on the first business day after we receive your deposit.

If we are not going to make all the funds from your deposit available on the first business day after we receive your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you a notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

#### ATM Delays

The first \$200 of all checks deposited at ATMs located at First Financial Northwest Bank branches will be available immediately; the remainder will be available on the second business day after the day of your deposit. We will mail you a notice by the business day after the day we receive your deposit if a longer delay applies. ATM Deposits processed on Business days (Monday through Friday) prior to 2:30PM PT, will be posted same day, deposits after that time are next business day. ATM Deposits processed on Non-business days (Saturday, Sunday and Holiday's) are all posted on the next Business day (Monday, or Tuesday if Monday is a holiday).

#### Large Excess Delays

A Large Excess hold may be placed on deposits over \$5,000.00. If a large excess hold is placed the first \$200.00 is available the next business day. The next \$4,800.00 will be available on the second business day after the day of your deposit. The amount in excess of \$5,000.00, will be available on the seventh business day after the day of your deposit. (For official type check only, the first \$5,000.00 will be available the next day.)

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## Safeguard Exceptions.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.
- We have reasonable cause to doubt the collectibility of the item for one of the following reasons:
  - oWe received notice that the check is being returned unpaid.
  - oWe have confidential information that indicated the check may not be paid.
  - oThe check is drawn on an account with repeated overdrafts.
- oWe are unable to verify the endorsement of a joint payee
- oSome information is not consistent with other information on the check.
- oThe routing number of the paying bank is not a current routing number.
- oThe check is post dated or has a stale date.
- oInformation from the paying bank indicates that the check may not be paid.
- oWe have been notified that the check has been lost or damaged in collection.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available to you no later than the seventh business day after the day of your deposit.

## Special Rules for New Accounts

If you are a new customer, the following special rules may apply during the first 30 days your account is open.

Funds from electronic direct deposits into your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

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## Substitute Checks and Your Rights

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### What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

### What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

First Financial Northwest Bank  
P.O. Box 360  
Renton, WA 98057  
866.372.1200

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, and the name of the person to whom you wrote the check.

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## Terms and Conditions for use of First Financial Northwest Bank's Online Banking Internet Site

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Welcome to First Financial Northwest Bank's web site ("Site"). We provide our Site subject to the following Terms and Conditions (the "Agreement"). Please read this Agreement carefully and retain it for your records. **YOUR ONLINE CONSENT TO THESE TERMS OR ANY USE OF THE SITE WILL CONSTITUTE YOUR AGREEMENT TO ALL TERMS, INCLUDING BUT NOT LIMITED TO OUR ONLINE PRIVACY STATEMENT.** If you do not agree, please do not use the Site.

**IF YOU HAVE A DEPOSIT ACCOUNT OR LOAN WITH FIRST FINANCIAL NORTHWEST BANK (FFNWB)**, your use of the Site is ALSO governed by First Financial Northwest Bank's Deposit and/or Loan Contract, to which you agreed when you opened your account. If there is an inconsistency between this Agreement and the Deposit and/or Loan Contract, the Contract shall control.

1. Online Banking Services
2. Your password and Authorization to First Financial Northwest Bank
3. Preventing Unauthorized Transactions
4. Privacy Statement
5. NO WARRANTIES
6. DAMAGES AND REMEDIES ARE LIMITED AND EXCLUSIVE; NO INCIDENTAL OR CONSEQUENTIAL DAMAGES.
7. License Grant and Use Restrictions; Your Indemnification
8. Copyrights and Trademarks
9. Electronic Communications Agreement
10. Site Information
11. Links to Other Sites; Tools
12. Viruses
13. Availability of Services; Business Days
14. Changes, Availability, and Cancellation
15. Submissions
16. Severability
17. Waiver
18. Jurisdiction and Venue
19. Contact Information

### 1. Online Banking Services

You may use our Online Banking services to access any of the following features with your First Financial Northwest Bank account(s):

- Transfer funds between accounts held at FFNWB \*
- Transfer funds to or from an FFNWB account and external account Open deposit accounts Online
- Make payments to third parties
- Make loan payments
- Check the balance on your accounts
- Get information about deposits to your account(s)
- Get information about withdrawals from your account(s)
- Get information about loan account(s) with us
- Access your accounts through your Mobile Device
- Deposit funds to your account using your Mobile Device

**\*Transaction Limitations in Accordance with Regulation D:** Transfers from a savings account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per statement cycle with no transfers by check, draft, debit card, or similar order to third parties. Additionally, transfers from a money market account to another account or to third parties by check, preauthorized, automatic, telephone or computer transfer are limited to six per statement cycle.

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## 2. Your Password and Authorization to First Financial Northwest Bank

You will be given or will have chosen an initial password to access the Site. If you were given an initial password, the first time you access the Site you will be required to select a new password. You agree to protect your Online password. It should not be stored on your computer and should not be the same as your ATM personal identification number. You will be better protected if you change your password frequently and do not use the same password on any other internet site. **DO NOT REVEAL YOUR PASSWORD EXCEPT TO AUTHORIZED PERSONS BECAUSE USE OF IT MAY BE ATTRIBUTED TO AND OBLIGATE YOU**, subject to applicable law.

You agree that we or our agents may act on all instructions received through use of your password. You also agree not to allow anyone to gain access to your password unless they have been duly authorized by you to do so. **YOU AGREE TO ASSUME ALL LIABILITY FOR ALL TRANSACTIONS USING YOUR PASSWORD**, subject to any limits imposed by applicable law, particularly the Electronic Fund Transfer Act for consumer transactions.

## 3. Preventing Unauthorized Transactions

It is extremely important that you take an active role in the prevention of any wrongful use of your password. Notify us at once if you believe anyone has improperly obtained your password and FIRST FINANCIAL NORTHWEST BANK strongly suggests you change the password immediately. Also notify us if someone has, or may, transfer money from your Account without authority or order any unauthorized transaction or if you suspect any fraudulent activity.

## 4. Privacy Statement

For information about how we treat information that you send through this Site, please see our Online Privacy Statement (which is incorporated by reference into this Agreement).

## 5. No Warranties

Neither we nor any of our affiliates provide any representations or warranties regarding the site or any site to which it links, including but not limited to any information or services provided in or through our site or the other sites (all sites, information and services are collectively referenced as the “services”). **All services are provided “as-is” and as available**, and we make no representations or warranties about them and disclaim all express and implied warranties and duties of every kind, including without limitation warranties or duties (if any) as to accuracy, timeliness, completeness, suitability, availability, security, lack of viruses or negligence, merchantability, fitness for any particular purpose, workmanlike effort, **infringement, or of quiet enjoyment**.

## 6. Damages and Remedies are Limited and Exclusive; No Incidental or Consequential Damages

To the full extent allowed by applicable law, you agree that neither we nor any of our affiliates will be liable to you and/or any third party for any consequential or incidental damages (including but not limited to lost profits, lost opportunity, loss of privacy or confidential information, interruption of business, investment or any coverage or protection, or for failure to meet any duty including but not limited to any duty of good faith, lack of negligence or of reasonable care) or any other indirect, special, or punitive damages whatsoever that arise out of or are related to the services or your use of this site, even if we have been advised of the possibility of such damages and even in the event of fault, tort (including negligence), or strict liability.

### LIMITATION ON DAMAGES AND EXCLUSIVE REMEDY

You agree that your recovery for any damages that you incur shall be limited to the direct damages you actually incur in reasonable reliance on the service or the site up to a limit of the following, at our election: (1) a refund of the amount you paid for the service in the month in which the damage from that service is first incurred, less any reasonable allowance for complying services, or (2) correction or replacement of the service. Any failure or unconscionability of any remedy does not affect the enforceability of the limitation on and exclusions of consequential, incidental, and other damages, and you expressly agree that those limitations and exclusions are independent of the performance of any or all agreed remedies. All limitations will apply to all legal and equitable theories.

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## 7. License Grant and Use Restrictions; Your Indemnification

Our Site is intended to provide visitors and customers of First Financial Northwest Bank (“you”) easy access to information about First Financial Northwest Bank or its affiliates (“First Financial Northwest Bank” “we” or “us”) and financial products offered by us. As a regulated institution, we do not provide products or services except as allowed by law. Accordingly, you may be ineligible for some products or services, and we reserve the right to refrain from providing them.

Subject to all provisions in this Agreement, we grant you a nonexclusive, revocable license to copy or print an unaltered copy of information on the Site to document your contracts and activities with us, but not for any other purpose, including commercial purposes. Information on the site is copyrighted or protected by intellectual property laws, so you may not copy, modify, publicly distribute or display, perform, publish, license, create derivative works from, transfer, or sell any Site information (except to the extent such constitutes fair use under the federal Copyright Act).

You agree not to alter any Site information and not to use (or allow others to use) the Site or any information obtained from it for any wrongful, unauthorized, or unlawful purpose and agree to defend, indemnify, and hold us and our agents and affiliates harmless from and against any loss, damage or expense (including attorney’s fees) incurred because of any such use.

## 8. Copyrights And Trademarks

All contents of this Site are Copyright © 2015, First Financial Northwest Bank and/or its suppliers, USA. All rights not explicitly granted herein are reserved. Other product and company names mentioned herein may be the trademarks of their respective owners.

## 9. Electronic Communications Agreement

To the full extent allowed by applicable law, and subject to your choices made in disclosures provided by us from time to time, you agree that we may provide products, services, notices, and amendments to you electronically (“e-communications”) that relate to services or products that you initiate or obtain electronically. If we offer the service or product in another medium such as by telephone, mail, or in person at one of our banking centers, you may utilize one of those alternatives. You are not required to initiate or conduct any transaction electronically except for transactions we only offer electronically or transactions that we have started conducting or agreed to conduct electronically.

**9.1 Your Notices to Us.** We reserve the right to communicate with you other than by e-communications, and, except as otherwise provided by law, you agree to use those other means to communicate with us. When applicable law requires us to accept notice electronically from you, you agree to send your email notice only to the following address: Online@ffnwb.com.

Remember, Internet email is not secure. Please do not send sensitive information, i.e. your social security number, account numbers, or other account information via email.

With respect to our e-communications to you, you agree as follows:

**9.2 Authorization; Email.** We may provide e-communications to you or any other person involved in a transaction (such as a co-applicant), and you agree that an e-communication to any of you will count as notice to all. You agree (a) to receive e-communications in the form we make them available, (b) that we may send e-communications to the email address you provide us, (c) that you will periodically check that e-mailbox for communications, and (d) that e-communications shall be deemed received by you within three (3) days of the date that we send them, regardless of whether you check your email within that time frame.

**9.3 E-Notices.** Sometimes we may inform you that certain information will be posted or otherwise made available in a particular place (such as at a place on our Site) and tell you how to access it. If so, you agree to timely check that place to obtain the information. If required by law, we will also send you an email alerting you to when the information has been posted.

**9.4 E-Records.** You agree to print or make an electronic copy of any e-communication to which you are entitled by law or regulation, that you desire to keep for your records, or that we ask you to keep.

**9.5 Relationship to Other Requirements.** If there is a conflict between this Agreement and a more specific provision in another contract between us, the more specific provision will control. In all instances, if you have a deposit account with us, the Deposit Contract governing that account will control over this Agreement.



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**9.6 Changes.** We are required to make certain disclosures to you in writing under federal consumer protection laws, and you can agree to receive some or all of those disclosures electronically pursuant to electronic communications disclosures that we may make from time to time (eDisclosure). We agree to provide reasonable notice of changes in eDisclosures to the extent required by applicable law; you agree that 15 days will be reasonable notice and that we may provide shorter notice if, in our good faith discretion, such is advisable to prevent harm or to protect us or you.

## 10. Site Information

We endeavor to provide accurate and timely information on our Site. However, we cannot guarantee the accuracy of the information. Delays, errors, and omissions may exist, and any reliance upon the information provided on the Site is at your own risk. Information on our Site is not an offer, and we reserve the right to change, correct, or alter it at any time and without notice.

## 11. Links to Other Sites; Tools

Our Site contains links to sites operated by third parties. You also may use tools made by third parties on our Site, such as calculators. We assume no responsibility for the proper functioning or adequacy of any tools or for the contents or any other aspect of the linked sites. Those sites may also have their own terms and conditions. If so, as between us (you and First Financial Northwest Bank), your use of those services is subject to this Agreement.

Our Site is best viewed using the most current Microsoft Internet Explorer. If you choose to use another browser to access our Site, we assume no responsibility for the resulting layout or content. Make sure your cookies are enabled. See our Online Privacy Policy to learn why we use cookies. Check your browser to see if you have the latest version. Not sure what browser version you're using? Go to [whatsmybrowser.org](http://whatsmybrowser.org) (Opens Overlay) to get details about your current browser.

### 12a. Bill Pay, Account to Account Transfers and PopMoney Disclosures

### 12b. Mobile Banking Disclosure

Terms and Conditions: **First Financial Northwest Bank**

Thank you for using **First Financial Bank Northwest** Mobile Banking combined with your handheld's text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to 61539. To cancel, text "STOP" to 61539 at anytime. In case of questions please contact customer service at 866.372.1200 or visit [www.ffnwb.com](http://www.ffnwb.com)

Terms and Conditions

Program: First Financial Northwest Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over 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 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. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.

Questions: You can contact us at 866.372.1200, or send a text message with the word "HELP" to this number: 61539. We can answer any questions you have about the program.

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: 61539. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless.

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at anytime for any reason outside of the reasonable control of First Financial Northwest Bank or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, First Financial Northwest Bank 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

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and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively “User Information”). First Financial Northwest Bank 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 Mobile Banking 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. First Financial Northwest Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the 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 Mobile Banking or the 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 Mobile Banking or the 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 First Financial Northwest Bank (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 First Financial Northwest Bank or any third-party service provider involved in the provision of Mobile Banking; (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 First Financial Northwest Bank, any third-party service provider involved in providing Mobile Banking, 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: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party’s account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

**Use of Google Maps:** You agree to abide by the Google terms and conditions of use found at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [http://www.maps.google.com/help/legal\\_notices\\_maps.html](http://www.maps.google.com/help/legal_notices_maps.html), or other URLs as may be updated by Google.

## 12c. Mobile Deposit Capture Disclosure and Agreement

Effective: 08/24/2015

In this Disclosure and Agreement (the “Agreement”), the words “Acountholder”, “Customer”, “you,” “your,” and “yours,” mean the individual that applied for and/or uses any of the mobile deposit capture services (the “Services”) described in this Agreement. The words “Bank,” “we”, “us,” and “our” mean First Financial Northwest Bank (FFNWB). First Financial Northwest Bank *Online Banking Terms and Conditions, Mobile Banking Terms and Conditions and the Account Terms and Conditions* to which you have agreed to previously, are hereby incorporated into and made a part of this Agreement. In the event of a conflict between such agreements, the terms of this Agreement shall control with respect to transactions utilizing the Services.

**Use of the Services.** Your use of the Services constitutes your acceptance of the terms and conditions of this Agreement. Once access to the Services is provided, you shall be authorized to deposit to your account with us (the “Account”), via the transmission of a digital image from your mobile device, original paper checks made payable to you and satisfying the other requirements for such checks described in this Agreement. Checks that are eligible for deposit through the Services are sometimes referred to in this Agreement as “items”. The Services shall be provided for items received for personal, family or household purposes that are being deposited into your Account at the Bank.

You agree to only submit one check for deposit at a time. You may submit additional checks for deposit consecutively up to the daily deposit limits set forth in this Agreement. Upon receipt of the digital image, we will review the image for conformity

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with the requirements described in this Agreement. You understand and agree that receipt of an image does not occur until we post the deposit to your Account. You understand that, in the event you receive a notification from us confirming receipt of an image, such notification does not mean that the image is free from errors or that we are responsible for any information you transmit to us. We are not responsible for any image that we do not receive. Following receipt of the image, we may process the image by preparing a “substitute check” or clearing the item as an image.

Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for remote deposit into your Account. You understand that you shall receive provisional credit for any amount credited to your Account for items deposited using the Services until such funds are made available in accordance with the terms of this Agreement. You should monitor your Account to confirm when a deposit has been made available for withdrawal.

You agree to indemnify us against any loss we suffer due to our acceptance of the remotely deposited check. In addition you agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service.

**Fees.** Please see the current fee schedule for charges for this Service. You authorize the Bank to deduct any such fees from any account in your name.

**Access to Services.** To access the Services, you must have a mobile device that supports the Services, including all hardware, software and other technology necessary to access the Services (collectively, the “Access Systems”). You are solely responsible for installing, maintaining, securing and supporting all such Access Systems. You must provide us with a valid Internet email address at the time of enrollment in Online Banking. You are responsible to provide FFNWB with a current email address on an ongoing basis.

We are not responsible for any error or failures from any malfunction of any Access Systems, and we are not responsible for any computer virus or related problems that may be associated with the access to or use of the Services. We do not guarantee that the Services will be compatible with all computer/operating systems and Internet browsers, routers or firewalls. Further, we do not and cannot control the flow of data to or from our network, our service provider’s networks or other portions of the Internet. Accordingly, we cannot guarantee that your connection to the Internet or access to the Services will not be impaired or disrupted, and we hereby disclaim any and all liability resulting from or related to such events.

**Compliance with Law.** You agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original checks in accordance with applicable laws, rules and regulations. You agree to indemnify and hold us harmless from any damages, liabilities, costs, expenses (including attorneys’ fees) or other harm arising out of any violation thereof. This indemnity will survive termination of your Account and this Agreement.

**Accountholder’s Warranties.** As a condition to utilizing the Services, you represent and warrant to us and agree that:

- 1) Each image of a check transmitted to us utilizing the Services is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- 2) The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- 3) You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item deposited (either the original check, or a paper or electronic representation of the original check) such that the person will be asked to make payment based on a check it has already paid.
- 4) Other than the digital image of an original check that you remotely deposit through our Services, there are no other duplicate images of the original check.
- 5) Each original check deposited remotely through our Services was authorized by the drawer in the amount and to the payee stated on the original check.
- 6) The original check is made payable to you and you are authorized to endorse such check and deposit such check into your Account.
- 7) The information you provided when you opened your account and enrolled in Online Banking is true and correct and, in the event any such information changes, you will immediately notify us of the change.
- 8) You will immediately notify us should any representation, warranty or agreement made by you to us in this Agreement becomes untrue or incorrect.

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9) You have possession of each original check deposited using the Services and will destroy it within the time frame set forth in this Agreement, and no party will submit the original check for payment.

10) Files and images transmitted to us will be free from viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

11) You are in compliance with all of your obligations under this Agreement.

**Check Requirements.** Each image of a check that you transmit to us for deposit utilizing the Services must accurately and legibly provide all the information on the front and back of the check at the time presented to you by the drawer. Prior to transmitting the original check, you must endorse the back of the original check. Your endorsement must include the following information: The words “Mobile Deposit - FFWNB”, the current day’s date of deposit (mm/dd/yyyy) and your endorsement. The scanned image of the check transmitted to us must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

**Processing of Items.** Items transmitted by you are processed as described under the *Use of the Services* section. Our business days are Monday through Friday, except federal banking holidays (each such day a “Business Day”). Deposit acceptance is from 6:00 a.m. to 6:00 p.m., Pacific Time, on each Business Day. Items received by us by 6:00 p.m., Pacific Time, on a Business Day, shall be provisionally credited to your Account on the same Business Day pursuant to the “Funds Availability” section below. Items received by us after 6:00 p.m., Pacific Time, on a Business Day or received on any other non-Business Day, shall be provisionally credited to your Account on the next Business Day pursuant to the “Funds Availability” section below.

**Funds Availability.** The first \$200 of all checks deposited through the Services will be available immediately after the deposit has been accepted pursuant to the conditions set forth under the “Processing of Items” section above; the remainder will be available on the second Business Day after the Business Day the deposit is accepted. If you are a new customer, special rules may apply during the first 30 days your account is open as disclosed in the Funds Availability Disclosure provided at account opening. At our sole discretion, we may apply a longer delay if we have any concern regarding our ability to collect the funds based upon any check image that you present. If a longer delay applies, we will mail (or email) you a notice on the next Business Day after the Business Day we accept your deposit, outlining the funds availability terms. Even after funds are available to you and have been withdrawn, such funds are subject to final payment of the items and subject to the terms of the Account Terms and Conditions, whereby you will still be responsible for any and all returned items. You agree to indemnify and hold harmless the Bank from any loss the Bank may incur as a result of the Bank lawfully reversing funds made available to your account due to any and all returned items.

**Rejection of Deposit.** Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item transmitted to us for deposit into your Account utilizing the Services. We will notify you of any items that are rejected no later than the next Business Day following the rejection. We shall not be liable for any service fees, late charges or other charges levied against you due to our rejection of any item. In all cases, you shall be responsible for any loss resulting from, or overdraft fees charged to your Account as a result of, an item being rejected for deposit.

**Items Returned Unpaid.** If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the item was originally deposited to and you will be assessed a fee in the amount shown on our then-current Fee Schedule for a returned deposit item. If there are not sufficient funds in the subject account to cover the amount of the dishonored, rejected or otherwise returned item, the account will be overdrawn and you will be responsible for payment of overdraft charges. You agree that we may debit any account maintained by you at the Bank in order to obtain payment of your obligations under this Agreement.

**Accountholder’s Indemnification Obligation.** You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys’ fees and expenses, arising from your wrongful use of the Services and/or breach of this Agreement. You understand and agree that your indemnification obligations shall survive the termination of this Agreement.

**In Case of Errors.** In the event that you believe there has been an error with respect to any item transmitted to us for deposit, you shall immediately contact us regarding such error by calling us at 425.255.4400 or toll free at 866.372.1200.

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**Unavailability of Services.** You understand and agree that the Services may at times be temporarily unavailable due to system maintenance or technical difficulties, including those of our third party service providers, an Internet service provider or Internet software. In the event that the Services are unavailable, you acknowledge that you can deposit an original check at one of our branches, through one of our automated teller machines (ATMs), or by mailing the original check to us at First Financial Northwest Bank, 201 Wells Ave S, P.O. Box 360, Renton, WA 98057. It is your sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by us.

**Storage of Original Checks.** In order to prevent duplicate presentment, you must securely store each original check. You understand this means the original check(s) must be accessible only by you. You shall destroy the original check within 45 days of deposit. You understand and agree that you are responsible for any loss incurred by you or the Bank resulting from your failure to securely store and/or destroy the original checks.

**Limitation of Liability.** You understand and agree that we are not responsible for any indirect, consequential, punitive, or special damages or damages attributable to your wrongful use of the Services or other breach of this Agreement. IN NO EVENT SHALL THE BANK BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE PROVISION OF SERVICES HEREUNDER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Bank's liability to you under this Agreement shall in every case be limited to correcting, reversing or otherwise making accurate any debit or credit initiated by Bank, and Bank shall be liable only for its gross negligence or willful misconduct in providing the Services. Bank shall not be liable for the acts or omissions of any other person, including, without limitation, its third party service providers.

**Delays in Performance.** Bank shall not be liable for delays in performance, loss, damage, liability or claim arising directly or indirectly from any error or delay, under this Agreement or for failure to perform hereunder by reason of any third party's failure to provide Bank with the data necessary for complete and proper transmission of the Services.

In the event that Bank shall be delayed, hindered in or prevented from the performance of any work, service of other acts required of Bank under this Agreement due to earthquakes, fires, natural disasters, riots, acts of terrorism, acts of war, acts of God, civil or foreign disturbances, power outages, acts of government, labor disputes, strikes, walk-outs, failures in either telecommunication or computer networks, equipment failure, legal constraints, or any other event beyond its control, then performances of such work, service, or other acts shall be excused for a period of such delay and the period for the performance of such work, services, or other acts shall be extended for a period equivalent to the period of such delay.

**Warranties.** Bank warrants that the Services shall be performed in a professional manner consistent with banking industry standards. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN "AS IS" BASIS, AND BANK DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BANK SHALL NOT BE RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR THE BANK'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

**Change in Terms.** We may change the terms and charges for the Services indicated in this Agreement by notifying you of such change and may amend, modify, add to, or delete from this Agreement from time to time. Your use of the Services after receipt of notification of any change by us constitutes your acceptance of the change.

**Termination of the Services.** Either party may terminate the Services at any time upon written notice to the other. We may also deny, suspend or revoke access to the Services immediately, in whole or in part, in our sole discretion, without notice, if we believe: (i) you are in breach of this Agreement; (ii) you are otherwise using or accessing the Services inconsistent with the terms and conditions hereof; (iii) it is necessary to maintain the security of our systems; or (iv) it is necessary to prevent loss to the Bank. Further, we have the right to suspend the Service immediately in the event of an emergency. In the event of any termination or suspension of the Services, you shall remain liable for all transactions initiated utilizing the Services prior to suspension or termination.

**Notices.** You agree that any notices or notifications required or permitted under this Agreement may be given electronically to the email address on file with us or by regular mail.

**Periodic Statement.** Any deposit made through the Services will be reflected on your monthly Account statement. You understand and agree that you are required to notify us of any error relating to items processed by us utilizing the Services no later than sixty (60) calendar days from when we first send the monthly periodic statement or make the statement available

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that includes any transaction you allege is erroneous. You shall be solely responsible for any errors that you fail to bring to our attention within such time period.

**Limitations on Dollar Amount.** You understand and agree that the maximum amount of any single check deposited utilizing the Services, and all checks deposited utilizing the Services, in any single Business Day shall not exceed the following limitations:

Maximum Dollar Amount per Item: \$ 2,500.00

Maximum Dollar Amount per Day: \$ 2,500.00

You acknowledge and agree that the foregoing limitations are intended solely for the protection of the Bank and, as such, the Bank may, in its sole and absolute discretion and without prior notice to you, waive the foregoing limitations at any time and from time to time. The Bank shall not be liable to you for any loss resulting from the Bank waiving such limitations.

**Acceptable and Unacceptable Deposits.** You understand and agree that you are permitted to deposit utilizing the Services only checks received for personal, family or household purposes, made payable to you, and otherwise complying with the other requirements set forth in this Agreement.

You are not permitted to deposit any other checks or items utilizing the Services, including, but not limited to, the following:

- Checks drawn on your accounts at FFNWB
- Checks payable to any person other than yourself;
- Checks payable to two (2) or more persons not alternatively, unless deposited into an account owned by all payees;
- Checks payable to a business, organization, trust accounts, representative payee accounts, estate accounts or other accounts with similar custodial arrangements;
- Checks payable to “Cash” or “First Financial Northwest Bank/FFNWB”;
- Checks that are incomplete;
- Checks that are remotely created checks as defined by Regulation CC checks previously converted to a substitute check, as defined in Regulation CC;
- Photocopies of checks;
- Checks that require authorization;
- Checks with inconsistent numerical and written dollar amounts;
- Checks that are not dated;
- Checks that are post and stale-dated (more than six months old);
- Checks containing an alteration on the front of the check or item 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 have previously been returned unpaid for any reason
- Checks stamped “non-negotiable” (whether stamped in print or as a watermark)
- Foreign checks, checks not payable in United States currency or checks issued by a financial institution located outside the United States;
- Consumer loan advances, or credit card cash advance checks;
- Money orders, travelers checks, Amex Gift Cheques or savings bonds;
- Starter or counter checks;
- Registered government warrants;
- Insurance drafts;
- Rebate checks;

**Changes in Financial Circumstances.** You understand and agree that you must notify us immediately in the event of a material change in your financial circumstances or in any of the information provided when you opened your account and enrolled in Online Banking, including any supporting financial information. You agree to provide us any financial records we request to determine your financial status during the term of this Agreement.

**Waiver.** The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

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**Relationship.** This Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

**Relationship to Other Disclosures.** The information in this Agreement applies only to the Services described herein. Provisions in other disclosure documents and agreements related to the Account, as may be revised or amended from time to time, remain effective for all other aspects of the Account.

**Non-Assignment.** You may not assign this Agreement or any of the rights or duties hereunder to any person without Bank's prior written consent.

**Headings.** Headings are used for referenced purposes only and shall not be deemed a part of the Agreement.

**Severability.** *In the event that any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.*

**Governing Law.** *This Agreement will be governed by the laws of the state of Washington including the Uniform Commercial Code as adopted by that state or jurisdiction and as varied by this agreement.*

### 13. Viruses

It is possible to contract a computer virus or similar "disease" by using the internet or materials downloaded from it. You should obtain, use, and update computer virus-checking software routinely, even when you are using information that is not obtained from the internet. We cannot guarantee that the Site and any software or other information downloaded from them will be virus or problem free, and we disclaim any liability (if any exists) for viruses and similar problems.

### 14. Availability of Services; Business Days

You may access our Site 24 hours a day every day except during Site maintenance, modification, or account update periods, when unexpected problems arise such as problems with internet connections, capacity, or the like, and when we, in our sole discretion, make all or part of it unavailable. Also, some services are only available on Bank Business Days. For the purposes of this Agreement, Bank Business Days are Monday through Thursday 9 a.m. to 5 p.m., and 9 a.m. to 6 p.m. on Friday Pacific Time, excluding holidays and other days that the Bank is closed. Accordingly, even though you can request at any time that we perform a service, we cannot necessarily process it immediately, and sometimes we will wait until the appropriate Bank Business Day to act upon some of your requests. All requests that, for any reason, are not completed on that Bank Business Day will be completed on the next Bank Business Day, unless some other date has been designated by a prior arrangement with you.

### 15. Changes, Availability, and Cancellation

Except as otherwise provided in this Agreement, we reserve the right to amend this Agreement from time to time. A revision date will appear on the Terms of Use page and may appear on the main navigation frame to indicate the most recent date of change. You agree to check for changes when you visit the Site. If you do not wish to be bound by any of the amendments, you must not use the Site.

Unless prohibited by a separate agreement with you, we reserve the right to cancel all or part of the Site and your license, make access unavailable, and alter all information and the types of services with or without reason or notice.

### 16. Submissions

You agree that we will own all information (other than personally identifiable private information) that you submit to us or our agents Online and that we shall be free to use it at any time for any purpose and in any medium. This will also apply to ideas, concepts, know-how, techniques, and intellectual property (including rights of publicity) in items that you send us, except as restricted by our Online Privacy Statement.

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## 17. Severability

If any court or tribunal of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

## 18. Waiver

The waiver by a party to this Agreement of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by the other party.

## 19. Jurisdiction and Venue

This Agreement is governed by the laws of the State of Washington, USA. You consent to the exclusive jurisdiction and venue of the courts in King County, WA, in all disputes arising out of or relating to the services or your use of this Site. You agree that a printed or electronic copy of this Agreement (as amended from time to time) will be admissible in any judicial or administrative proceedings to the same extent as paper records. Any provision of this Agreement that is declared invalid shall be deemed severable and not affect the validity or enforceability of the remainder.

## 20. Contact Information

If you have questions or problems with the services, please contact [Online@ffnwb.com](mailto:Online@ffnwb.com).

Remember, Internet email is not secure. Please do not send sensitive information, i.e. your social security number, account numbers, or other account information via email.



# First Financial Northwest Bank

201 Wells Ave. S. | PO Box 360  
Renton, WA 98057 | [ffnwb.com](http://ffnwb.com)  
425.255.4400 | 866.372.1200

Member FDIC | Equal Housing Lender

## Branch/ATM Locations

### Renton – Main

201 Wells Avenue South  
Renton, WA 98057-2131

### Mill Creek

15021 Main Street, Ste F  
Mill Creek, WA 98012-1651

### Edmonds

184 Sunset Avenue S.  
Edmonds, WA 98020-3140

### Renton – The Landing

1002 Park Ave N., Ste F  
Renton, WA 98057

### Bellevue – Crossroads

15600 NE 8th St., Ste K8  
Bellevue, WA 98008

### Bothell

9924 NE 185th St., Ste 104  
Bothell, WA 98011

### Woodinville

17641 Garden Way NE  
Woodinville, WA 98072

### Clearview – Snohomish

17512 State Route 9 SE  
Snohomish, WA 98296

### Smokey Point – Marysville

2639 172nd Ste NE, Ste 101  
Marysville, WA 98271

### Lake Stevens

303 91st Ave NE, Ste E-502  
Lake Stevens, WA 98258

### Kent

207 W Kent Station, Ste 106  
Kent, WA 98032

