





**First Financial Northwest Bank**  
**Business Customer Terms of Use and Online Banking Agreement**  
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The below Terms of Use and Online Banking Agreement (the “**Terms**”) are a binding contract between the business customer and its owner(s), administrator(s), agents, employees, affiliates, corporate parent(s), and subsidiaries (collectively, the “**Business Customer**” or “**you**”) and First Financial Northwest Bank and its affiliates, corporate parent(s), and subsidiaries (collectively, “**FFNWB**”, “**us**”, “**our**,” or “**we**”). We want you to understand the terms to which you agree when you visit or use our websites, linked pages, features, content, mobile applications (collectively, the “**Site**”) and our online and mobile services (collectively, the “**Services**,” further described below). Please review these Terms, which, together with the FFNWB [Privacy Notice and Cookie Notice](#), and the terms and conditions of your FFNWB checking, money market and loan accounts or any other FFNWB product you have opened that is accessible through the Service (collectively, “**Accounts**”) governs your use of the Site and Services.

Except as otherwise provided in these Terms, we reserve the right to amend these Terms 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 or Services and your license, make access unavailable, and alter all information and the types of services with or without reason or notice.

#### **YOUR CONSENT**

By accessing, browsing or using the Site or Services, you agree, both personally and on behalf of the Business Customer, to be unconditionally bound by these Terms. If you do not agree with our Terms, do not use our Site or Services or any of their features. Please note that additional, separate terms of use apply to our Services and programs, including as detailed below.

When you register to use our Services, we will ask for your consent to collect and process your Personal Information as described in our Privacy Notice and as set forth for each Service below. Please read these Terms carefully and retain it for your records.

**BY CLICKING “AGREE” AT THE END OF THESE TERMS OR BY USING THE SITE OR SERVICE, YOU ARE AGREEING TO THESE TERMS AND ALL NOTICES, AGREEMENTS AND TERMS AND CONDITIONS REFERENCED HEREIN. IF YOU DO NOT AGREE, PLEASE DO NOT USE THE SITE OR ANY OF THE SERVICES.**

### **Designated Online Banking Administrator**

To use this Site on behalf of a Business Customer, you must be documented with FFNWB as a Designated Online Banking Administrator for the Business Customer (an “**Administrator**”). An Administrator has the ability to perform the following functions on behalf of the Business Customer:

- Establish, setup, and remove Business Customer online banking Accounts;
- Establish, setup, and change security and access rights for individuals the Administrator assigns access and security rights to use the Services to access Business Customer and related Accounts (each, a “**User**”);
- Reset Business Customer online banking user passwords;
- Setup or remove Accounts to be viewed by Business Customer online banking users;
- Perform all online banking transactions available to the Business Customer; and
- View transaction history for Business Customer Accounts setup in online banking.

An Administrator does not have the option to link the Administrator’s personal Account(s) to the Business Customer’s Account(s) unless FFNWB and the Business Customer otherwise agree in writing.

FFNWB shall not be held liable for any damages (monetary or non-monetary) as a result of an Administrator’s or User’s actions, inactions, misuse, or abuse of the Services or the Business Customer’s Account(s). Use of the Services by the Administrator shall constitute the Business Customer’s express agreement to take full responsibility (inclusive of monetary and non-monetary damages) for all Administrator transactions conducted via the Services.

### **Eligibility to Use this Site**

You must be at least 16 years of age to use the Site and our Services. If you are under the age of majority in your state of residence (a minor), your parent or legal guardian must agree to these Terms on your behalf, and you may only access and use the Site or our Services with permission from your parent or legal guardian. If you are under the age of 16 and your parent or guardian has not consented to your use of the Site or Services, please do not use or provide any information to FFNWB on the Site or on or through our Services, register on the Site, use any of the interactive or public comment features of this Site, or provide any information about yourself to us, including your name, address, telephone number, e-mail address, or any screen name or user name you may use. If we learn we have collected or received Personal Information from a child under the age of 16 without verification of parental consent, we will delete that information.

### **Contact**

If you have questions or problems with the Site or Services, please contact FFNWB by phone at 1-866-372-1200 (toll free) or 425-255-4400 or by e-mail at [Online@ffnwb.com](mailto:Online@ffnwb.com). Remember, Internet e-mail is not secure. Please do not send us your sensitive information (i.e. social security number, account numbers, or other account information) via e-mail, but rather share that information with us via phone or in person at a branch location.

### **Registration**

The Site offers features that allow you to register for FFNWB's programs and Services. For example, you may use our Site to register for Online Banking Services, download the app and set up a user account to use Services through our mobile application. If you register with us online, you will receive an e-mail from FFNWB confirming that you have completed the registration process. If you do not receive an e-mail from us within a reasonable time after you register, please contact us at 866-372-1200 (toll free) or 425-255-4400. You are responsible for maintaining the confidentiality of your Account and password, and you are responsible for all matters relating to your Account and password.

## Your Password

Your Online Banking Services are password protected. You are responsible for safeguarding passwords on behalf of the Business Customer. We recommend that you select a password that (a) utilizes upper and lower case letters, numbers and special characters for purposes of security; (b) is not associated with any commonly known personal identification, such as a social security number, ATM personal identification number (PIN), address, date of birth or names of children; and (c) is memorized rather than written down. Your password should not be stored on your computer. We recommend that you change your password frequently and do not use the same password on any other website. **FFNWB will never ask you for your password and you should never give it to anyone else.**

It is extremely important that you take an active role in the prevention of any wrongful use of your password. Notify us immediately if you believe anyone has improperly obtained your password or if someone has, or may, transfer money from your Account without authority, order any unauthorized transaction, or if you suspect any fraudulent activity.

You agree that FFNWB and our agents may act on any and all instructions received through the use of the Business Customer's, Administrator's or any User's password. Additionally, you agree that the use of passwords constitute a reasonable security procedure for the verification of authenticity and accuracy of transactions initiated through online banking. **You agree to assume all liability for all transactions using your password**, subject to any limits imposed by applicable law.

## Privacy Notice

FFNWB collects personal information from Administrators and Users including their name, e-mail address, mailing address, phone number, login information, password, date of birth, social security number and account information (collectively, "**Personal Information**"), and other Personal Information reasonably necessary to provide you with the Site and our Services. You represent and warrant that any Personal Information you provide to FFNWB is accurate and is collected and shared with FFNWB in compliance with applicable privacy laws.

We collect and use Personal Information about customers and consumers in accordance with the Graham-Leach Bliley Act and as described in our [Privacy Notice](#) and as detailed for each Service covered by these Terms. You acknowledge that you have read and understand our Privacy Notice, and that you have made our Privacy Notice available to all Administrators and Users prior to authorizing them to use the Services on behalf of the Business Customer. If our Privacy Notice changes, we will take reasonable steps to notify you by e-mailing you or posting a notice on the Site.

FFNWB may share certain Personal Information and device-identifying technical data about you and your devices with third-party service providers who will compare and add device data and fraud data from and about you and your devices to a database of similar device and fraud information in order to provide fraud management and prevention services and identify and block access to the applicable service or website(s) by devices associated with fraudulent or abusive activity. Such information may be used by FFNWB and its third-party service providers to provide similar fraud management and prevention services for services or websites not provided by FFNWB.

You authorize your wireless carrier to disclose information about your Account, such as name, billing address, e-mail, phone number, location information, subscriber status, payment method and device details, if available, to FFNWB and our third-party providers to support identity verification, fraud avoidance

and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with FFNWB and for identity verification and fraud avoidance purposes.

### **Electronic Communications Agreement**

The federal Electronic Signatures in Global and National Commerce (ESIGN) Act and the Uniform Electronic Transactions Act, as adopted by the various States, including without limitation, the Washington Electronic Authentication Act, requires us to obtain your consent before delivering legal disclosures to you in an electronic format. By accepting these Terms, submitting information to us, or clicking the "I accept" box and/or typing your name into any of our electronic forms, you consent to FFNWB providing account disclosures and notices to you electronically ("**e-communications**") that relate to our Services, , and you agree to sign those documents electronically. Your consent to receive e-communications includes, but is not limited to, all legal and regulatory disclosures associated with the Services, notices and disclosures about a change in terms or features, and monthly (or other periodic) billing or account statements for your Account. If we offer the service or product in another medium such as by telephone, mail (paper notices), or in person at one of our banking centers, you may utilize one of those alternatives. You also understand that FFNWB will use electronic documents for all communications, agreements, disclosures, authorizations and other documents necessary to provide you with the Services. Any document sent electronically has the same force and effect as a document sent in paper format.

In order to access, view, and retain electronic communications (including e-Statements) that we make available to you, you must have a computer or device capable of accessing the Internet and reading and displaying PDF files (such as Adobe® Acrobat® Reader), an Internet web browser that is currently supported by its publisher and is capable of supporting 128-bit SSL encrypted communications (e.g. Internet Explorer, Chrome, Firefox or Safari), a valid e-mail address, and sufficient hard drive space to store electronic records or you will need a printer if you wish to print copies of electronic records. We will notify you and request your consent to continue receiving the electronic disclosures if our system requirements change in a manner that poses a material risk that you will not be able to access information electronically.

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.

You agree that we may communicate with you in the following ways:

- **E-mail.** We will send e-communications to the e-mail address you provide. You agree to receive e-communications in the form we make them available and that e-communications are deemed received by you three (3) days after the date sent, regardless of whether you check your e-mail account during that time. An e-mail sent to you or another person involved in the same transaction (e.g. a co-applicant) will serve as notice to all. If your e-mail address changes, it is your responsibility to notify us via the Online Banking Secure Messaging Service or contact the Communications Center at 866-372-1200 (toll free) or 425-255-4400, by mail at: PO Box 360, Renton, WA 98057.
- **E-Notices.** We may provide you with certain information by posting electronic notices on the Site or elsewhere. If required by law, we will also send you an e-mail alerting you to when the information has been posted.
- **Text Messaging.** When you register or create a user profile for Online Banking Services, we will ask for your wireless number to allow FFNWB to send you informational text messages related to your Account. We may also use your wireless number to send you information about other products and services that may be of interest to you. By providing us with your cellular phone number, you give us prior express written consent to send you text (SMS) messages about our Services. You can reply STOP to any of these text messages to stop receiving text messages from us at any time. Additionally, some of our Services provide the option to initiate text alerts concerning your Accounts, payments and other products and Services you have with FFNWB. You can sign up for these alerts and control which alerts you want to receive. Messaging and data charges may apply

to any text message you receive or send. Please contact your wireless carrier if you have questions about messaging or data charges.

- **Non-Electronic Communications.** We reserve the right to communicate with you other than by electronic communications and, in those cases, you agree to communicate with us using the same non-electronic means. When applicable law requires us to accept notice electronically from you, you agree to send your e-mail notice only to the following address: [Online@ffnwb.com](mailto:Online@ffnwb.com).

You may withdraw your consent to conduct business electronically or request a paper copy of any legal document at any time by calling us at 866-372-1200 (toll free) or 425-255-4400; by sending an e-mail using the FFNWB Online Banking platform (“**Online Banking Secure Messaging Service**”) or by mailing a notice to PO Box 360, Renton, WA 98057. Note that we may treat an invalid e-mail address or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic communications. If you withdraw your consent, we may remove you from a Service if no there are no alternatives available for electronic communications.

### **Online Banking Services**

These Terms apply to your use of our Online Banking Services, as well as our Additional Online Banking Services, FFNWB Mobile Banking, and Mobile Deposit Capture. Our Online Banking Services are powered by Fiserv, Inc., its affiliates and licensors (collectively, “**Fiserv**”) and are governed by these Terms and [Fiserv’s Privacy Policy](#) and [Terms of Use](#). You may use the Services to access any of the following online features through your FFNWB Account(s):

- Open deposit accounts
- Make loan payments
- Check your Account balances
- Get information about deposits and withdrawals to your Account
- Transfer funds between your FFNWB Accounts
- Make payments to third parties
- Access your Accounts through your mobile device
- Manage your debit card via your mobile device
- Set up account alerts
- Download current transaction history into a database for accounting and bookkeeping tasks

### **Additional Online Banking Services**

FFNWB offers a slate of additional online banking services via our service providers (“**Additional Services**”). Please note that these Additional Services are not owned or operated by FFNWB and, as such, are each governed by their respective privacy policy and applicable terms and conditions, as detailed below. If you choose to use any of these Additional Services, you will be asked to separately consent to the applicable terms and conditions prior to being allowed to use the Additional Service.

**Bill Pay.** We have partnered with Microbusiness Payments to enable a convenient way to make a bill payment to a person or entity through online or mobile banking. Your use of this Additional Service is governed by these Terms and the [Terms and Conditions of the Bill Payment Service](#).

**CardAccess.** FFNWB offers its customers Card Valet from Fiserv to provide the CardAccess mobile application and associated CardAccess services (collectively, “**CardAccess**”). Your use of CardAccess is governed by these Terms, the FFNWB CardAccess Terms of Use, and Fiserv’s [Privacy Policy](#) and [Terms of Use](#).

**eACH.** FFNWB offers its Business Customers eACH from Fiserv that enables Business Customers to, directly or indirectly, initiate requests to electronically debit or credit accounts. Your use of eACH is governed by these Terms, the FFNWB Requirements for Opening a Business Account, the eACH Agreement, and Fiserv’s [Privacy Policy](#) and [Terms of Use](#).

**eWire.** Business Customers have access to eWire from Fiserv. This Service allows Business Customers to initiate outbound electronic wire transfers from the Business Customer's FFNWB Account. Your use of eWire is governed by these Terms, the FFNWB Requirements for Opening a Business Account, the eWire Agreement, and Fiserv's [Privacy Policy](#) and [Terms of Use](#).

**Check and ACH Positive Pay.** We have partnered with Fiserv to offer you Positive Pay, an automated check and ACH fraud detection service that allows you to monitor checks and ACH transactions processed for payment, match them against your Account, and take control of your business's payment processing. Your use of Positive Pay is governed by these Terms, the FFNWB Requirements for Opening a Business Account, the Check and ACH Positive Pay Application and Agreement and Fiserv's [Privacy Policy](#) and [Terms of Use](#).

**Remote Deposit Capture.** FFNWB offers its Business Customers Remote Deposit Capture from Fiserv that enables Business Customers to securely scan items for deposit into FFNWB Accounts. Your use of Remote Deposit Capture is governed by these Terms, the FFNWB Requirements for Opening a Business Account, FFNWB Remote Deposit Capture Customer Agreement, and Fiserv's [Privacy Policy](#) and [Terms of Use](#).

**Remote Lockbox Capture.** Business Customers may enroll in Lockbox, a Fiserv service where Business Customers use an application to image and deposit a variety of bankable items in batches, including check and non-check items, for FFNWB to process using Lockbox services. The Business Customer agrees to follow all Lockbox Instructions for use of this Service. You, both personally and on behalf of the Business Customer, are responsible for storing original bankable items at the Business Customer's site in accordance with the Business Customer's document retention, storage and destruction policies, as applicable.

You acknowledge that the Remote Lockbox Capture Lockbox Service involves the use of non-confidential internet, telephone and wireless telecommunication networks to potentially transmit and/or receive information from you or FFNWB. You further acknowledge that access and use of this Service is dependent on and may be affected by the facilities, networks, security and connectivity of third-party telecommunications and network service providers, governmental entities, and other third parties. FFNWB shall have no liability for any reduction, interruption, impairment, termination or suspending of this Service to the extent caused by factors outside of FFNWB's control.

You hereby authorize and consent to FFNWB to direct any and all sources that send Lockbox payments to FFNWB, directly or through Fiserv ("**External Payment Sources**") to transmit your payments and payment data to your Account, and to share your Account information with relevant External Payment Sources as needed to effect delivery of electronic payments to your Account. You agree to be fully responsible, and that FFNWB shall not be liable, for the dollar amount of entries originally credited to your Account and returned unpaid to FFNWB or to Fiserv, as the case may be, that were originated by an External Payment Source for payments. You hereby authorize FFNWB to initiate a debit of the applicable Account in the amount of the returned debit entries on or after the day you receive notification of the return.

Your use of Remote Lockbox Capture Services is governed by these Terms, the Customer Lockbox Agreement, and Fiserv's [Privacy Policy](#) and [Terms of Use](#).

### **Limitations on Preauthorized Transactions**

Regulation D and FFNWB limit certain types of withdrawals and transfers from a savings account or money market account to a combined total of six (6) per monthly fee period. More specifically, transfers from a savings account to another account or to third parties by preauthorized, automatic, telephone, or computer transfers are limited to six (6) transactions 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 (6) per statement cycle. If you exceed this limit, we may charge you an excess activity fee for each withdrawal or transfer over the limit or, if you exceed this limit more than occasionally, we may convert your savings or money market account to a checking account or close it altogether.

## Mobile Application

FFNWB offers account holders access to certain Online Banking Services via the First Mobile for Business App, a mobile application provided by Fiserv. By participating in FFNWB's Online Banking Services described below, you agree to these Terms and [the First Mobile for Business App Privacy Notice and Terms of Use](#).

You will need to sign up for FFNWB Online Banking and download the First Mobile App to use these Services. Please note that the mobile application is not owned by FFNWB and, as such, is governed by [Fiserv's Privacy Policy](#) and [Terms of Use](#), and any privacy notices and terms of use governing additional online banking services that may be available through the mobile application.

The First Mobile for Business App is currently made available to you free of charge for your personal (noncommercial) use. FFNWB and Fiserv each reserve the right to amend or withdraw the First Mobile App, or charge for the First Mobile for Business App or Services provided to you, at any time and for any reason. Mobile Banking and any software you may obtain from Mobile Banking ("**Software**") may be unavailable from time to time for reasons outside of FFNWB's reasonable control, and FFNWB will have no liability for such unavailability.

The First Mobile for Business App collects certain Personal Information to provide you with the Services, as described in the Privacy Policy and these Terms. Like many commercial apps, the First Mobile for Business App may use third-party analytics services to collect anonymous usage information for the purpose of product improvement. Any information you supply to FFNWB when using the First Mobile for Business App will be used by FFNWB in accordance with our Privacy Notice and Fiserv's Privacy Policy.

To use the First Mobile for Business App, you must have a compatible mobile telephone or handheld device, Internet access (if required by the app), and the necessary minimum software requirements. Participating carriers for this Service include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless. The software requirements for Apple iOS devices and Android devices can be found on the relevant app store page. The First Mobile for Business App software may be upgraded from time to time to add support for new functions and services. The First Mobile for Business App may request certain privacy permissions from time to time including, but not limited to, access to your device camera, media library, microphone or other associated features.

You acknowledge that the terms of agreement with your respective mobile network provider will continue to apply when using the First Mobile for Business App. Data and messaging charges may apply to your use of the First Mobile App or any text messaging or photo sharing features you use via the First Mobile for Business App. You may also incur third-party charges. You accept responsibility for any such charges that arise. If you are not the bill payer for the mobile telephone or handheld device being used to access the First Mobile for Business App, you will be assumed to have received permission from the bill payer for using the First Mobile App.

## FFNWB Mobile Banking

FFNWB's Mobile Banking Service allows you to use your mobile device to transact on your Account and use other related Services. By participating in Mobile Banking, you agree to these [Terms](#) and the [First Mobile for Business App Privacy Notice and Terms of Use](#).

**User Information.** In connection with your use of Mobile Banking and its features, FFNWB and Fiserv, may receive and may share with one another your Personal Information, contents of your messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the software (collectively "**User Information**"). FFNWB may use or disclose User Information as reasonably necessary to provide you with the Mobile Banking Service, as described in our Privacy Notice, as permitted or required by law, and as otherwise authorized by you. FFNWB and its service providers reserve the right to monitor your use of Mobile Banking and the Software for purposes of verifying

compliance with the law, these Terms, and any applicable license. FFNWB disclaims any obligation to monitor, filter, or edit any content.

As part of the Mobile Banking Services, FFNWB uses Google Maps GPS services to direct customers to the FFNWB branch closest to their current location. If you use this Service, you agree to Google's [Terms and Conditions](#) and [Legal Notices](#) governing your use of Google Maps within the First Mobile App.

**FFNWB Mobile Deposit Capture.** The Mobile Deposit Capture feature allows you to deposit checks using your mobile device. Mobile Deposit Capture is available for checks you receive for business purposes, made payable to the Business Customer, and otherwise complying with the other requirements set forth in these Terms. To use this Service, endorse your check, take a photo of the front and back of the check, and transmit the image to FFNWB via the First Mobile App.

When FFNWB receives the photos of the check, we will review the images or rely on automated controls to determine conformity with our Check Requirements, as follows:

- The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- Your endorsement on the back of the original check reads "Mobile Deposit - FFNWB", the date of deposit (mm/dd/yyyy) and your endorsement.
- Photos transmitted via the Service are true and accurate renditions 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.
- The check photo image quality meets 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.

Following receipt of the check photos, we may process the photos by preparing a "substitute check" or clearing the check as an image. Note that receipt of a check does not occur until we post the deposit funds to your Account. A notification from FFNWB confirming receipt of a check photo 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 photos that we do not receive. It is your sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by us.

You may only submit one check for deposit at a time. You may submit additional checks for deposit consecutively in the same day until you reach the daily Deposit Limit detailed below. You will 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 these Terms. You should monitor your Account to confirm when a deposit has been made available for withdrawal.

**FFNWB RESERVES THE RIGHT, WITHIN OUR SOLE AND ABSOLUTE DISCRETION, TO ACCEPT OR REJECT ANY CHECK SUBMITTED VIA MOBILE DEPOSIT CAPTURE.**

**Deposit Limits.** The maximum amount of any single check deposited via Mobile Deposit Capture, and all checks deposited using the Services, in any single Business Day may not exceed:

Maximum Dollar Amount per Item:	\$5,000.00
Maximum Dollar Amount per Day:	\$5,000.00
Maximum Dollar Amount per Company:	\$10,000.00

You acknowledge and agree that the foregoing limitations are in place to protect FFNWB. We may, in our sole and absolute discretion and without prior notice to you, but are in no way obligated to, waive the foregoing limitations at any time and from time to time. FFNWB shall not be liable to you for any loss resulting from FFNWB waiving such limitations.

**Rejection of Deposit.** We will notify you of any rejected checks 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 check. In all cases, you shall be responsible for any loss resulting from, or overdraft fees charged to your Account resulting from a check being rejected for deposit.

**Fees.** Your use of Mobile Deposit Capture authorizes FFNWB to deduct fees for this Service according to our Treasury Management Fee Schedule from any Account in your name. Your mobile carrier may charge access fees depending upon your plan.

**Deposit Processing.** Checks deposited via this Service are processed between 6:00 a.m. to 6:00 p.m., Pacific Time, each Business Day (Monday through Friday, except federal banking holidays). Checks received by 6:00 p.m. will be provisionally credited to your Account on the same Business Day. Checks received after 6:00 p.m. or received on any other non-Business Day will be provisionally credited to your Account on the next Business Day.

**Mobile Deposit Security.** Business Customers are required to complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your Mobile Device remains securely in your possession until the deposit is complete. It is the Business Customer's responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify FFNWB immediately by telephone at 1-866-372-1200 if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until time of destruction.

**Funds Availability.** The first \$200.00 of checks deposited via this Service will be available immediately after the deposit has been accepted; the remainder will be available on the second Business Day after the deposit is accepted. If you are a new customer, special rules may apply during the first thirty (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 e-mail) 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 FFNWB from any loss FFNWB may incur as a result of FFNWB lawfully reversing funds made available to your Account due to any and all returned items.

**Checks Returned Unpaid.** If you transmit a check for deposit and the check 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 the corresponding fee as shown on the [Fee Schedule](#). You agree that we may debit any Account maintained by you at FFNWB in order to obtain payment of your obligations under these Terms. **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 any overdraft charges.**

**Conditions of Use.** As a condition to use Mobile Deposit Capture, you represent, warrant and agree that:

- Each original check you deposit remotely through the Service is authorized by the drawer in the amount and to the payee stated on the original check.
- The original check is made payable to you and you are authorized to endorse the check and deposit it into your Account.
- 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 check in any form after it is deposited into your Account, such that the person will be asked to make payment based on a check it has already paid. You are responsible for securely storing original checks to avoid duplicate presentment.

- You have not created any duplicate images of the original check, other than the digital image of an original check that you remotely deposit through the Service.
- You have possession of each original check deposited using the Service, you will destroy the original check within forty-five (45) days of deposit, and no party will submit the original check for payment.
- You are responsible for any loss incurred by you or FFNWB resulting from your failure to securely store and/or destroy the original checks.
- 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.
- 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.
- You will immediately notify us should any representation, warranty or agreement made by you to us in these Terms becomes untrue or incorrect.
- You are in compliance with all of your obligations under these Terms.

**In Case of Errors.** If you believe that an error has occurred with respect to a check transmitted to us for deposit, you must immediately contact us calling 866-372-1200 (toll free) or 425-255-4400.

**Unacceptable Deposits.** You are not permitted to deposit checks or items utilizing the Service as follows:

- Checks drawn on your Accounts at FFNWB;
- Checks payable to any person other than the Business Customer;
- Checks payable to two (2) or more persons not alternatively, unless deposited into an account owned by all payees;
- 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 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; or
- Rebate checks.

**Unavailability of Services.** 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 software. In these cases, 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.

**Periodic Statement.** Any deposit made through this Service 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 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.

### **Access to Services**

To access the Online Banking Services, you must have a device that supports the Services, including all hardware, software and other technology necessary to access the Services, including a mobile device for FFNWB Mobile Banking 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 e-mail address at the time of enrollment in Online Banking. You are responsible to provide FFNWB with a current e-mail 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.

### **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 these Terms.

### **Site Information**

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

### **Site Content and Ownership**

Unless otherwise indicated, the information contained in this Site and our Services, including, but not limited to, all images, illustrations, designs, photographs, video clips, text, icons, designs, written information and other materials that appear on the Site are copyrights, trademarks, trade dress or other intellectual property owned, controlled, or licensed (collectively, the “**Content**”) are the property of First Financial Northwest Bank and/or its suppliers or affiliates, or are the property of their respective owners and are protected by the United States and international copyright laws and conventions. The collection and compilation of the Content are separately protected and copyrighted works that are exclusively owned by FFNWB. No trademark or service mark license is granted in connection with any of the Content on the Site or Services. FFNWB and its affiliates and licensors expressly reserve all intellectual property rights that are not expressly granted in these Terms. Various other trademarks and service marks used on our Site are the property of their respective owners, and we use them with their consent. FFNWB and the other licensors of the marks on our Site and the Services reserve all rights with respect to all Content. The absence of a name or logo on the Site does not constitute a waiver of any intellectual property rights established in any of our Content.

## **License Grant**

Our Site is intended to provide visitors and customers of FFNWB easy access to information about FFNWB and financial products we offer. 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 these Terms, 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).

## **Restrictions on Use**

You agree not to use the Site or Services, or any feature or component thereof, in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, spam, and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Site or Services 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 FFNWB 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 FFNWB or any third-party service provider involved in the provision of the Site or Services; (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 FFNWB, 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 or security of the Site or Services, or other customers' use of the Site or Services; or (d) otherwise abuse the Site or the Services. You further agree not to alter any Site or Services information and not to use (or allow others to use) the Site or Services or any information obtained from it for any wrongful, unauthorized, or unlawful purpose.

## **Third-Party Websites and Tools**

These Terms apply only to the Site and Services described herein. Our Site may contain links to websites operated by third parties and tools, such as calculators, made by third parties as a service to you. FFNWB has no ability to control, and we are not responsible for, the privacy and data collection, use, and disclosure practices of third-party websites or tools. FFNWB assumes no responsibility for the proper functioning or adequacy of the contents of any linked websites or any tools made or maintained by third parties. When you click on links that take you to external websites or use third-party tools on our Site, you will be subject to their privacy notices and terms of use and not ours. We encourage you to review and understand the privacy notices of such websites before providing them with any information.

## **Availability of Services; Business Days**

You may access our Site or the First Mobile for Business App twenty-four (24) hours a day every day except during Site or First Mobile for Business App 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. Some services are only available on FFNWB Business Days. For the purposes of these Terms, 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 FFNWB 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 Business Day to act upon some of your requests. All requests that, for any reason, are not completed on that Business Day will be completed on the next Business Day, unless some other date has been designated by a prior arrangement with you.

## **No Warranties**

OUR SITE AND ALL OF OUR SERVICES ARE PROVIDED "AS-IS" AND AS AVAILABLE. FFNWB MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SITE OR SERVICES, AND WE 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. FFNWB IS NOT RESPONSIBLE FOR ANY ERROR OR FAILURES FROM ANY MALFUNCTION OF OUR SITE OR SERVICES OR ANY FEATURES THEREOF, AND WE ARE NOT RESPONSIBLE FOR ANY COMPUTER VIRUS OR RELATED PROBLEMS THAT MAY BE ASSOCIATED WITH THE ACCESS TO OR USE OF THE SITE OR SERVICES. WE DO NOT GUARANTEE THAT THE SITE OR SERVICES WILL BE COMPATIBLE WITH ALL COMPUTERS OR OPERATING SYSTEMS, 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 AND, AS SUCH, WE CANNOT GUARANTEE THAT YOUR CONNECTION TO THE INTERNET OR ACCESS TO THE SITE OR SERVICES WILL NOT BE IMPAIRED OR DISRUPTED. FFNWB HEREBY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

## **Delays in Performance**

FFNWB shall not be liable for delays in performance, loss, damage, liability or claim arising directly or indirectly from any error or delay, under these Terms 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 FFNWB is delayed, hindered in or prevented from the performance of any work, service of other acts required of Bank under these Terms 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.

## **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, the Services or 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.

## **Limitation of Liability**

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. 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. FFNWB'S LIABILITY TO YOU UNDER THESE TERMS 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.

## **Indemnity**

You agree to indemnify FFNWB and hold us harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation hereof. You further 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. This indemnity will survive termination of your Account and these Terms and any privacy notices or terms and conditions referenced herein.

## **Dispute Resolution: Waiver of Class Action Rights and Arbitration Provisions**

**THIS SECTION IS AN ARBITRATION AGREEMENT BETWEEN YOU AND FFNWB AND INCLUDES A WAIVER OF CLASS ACTION RIGHTS.**

Claims relating to the use of the Site, the Services or the materials contained herein or these Terms or any notice, agreement or terms and conditions referenced herein (collectively, "**Covered Disputes**") are governed by the laws of the United States and the State of Washington. If you choose to access the Site or Services from another location, you do so on your own initiative and are responsible for compliance with applicable local laws. Any Covered Disputes between or among you and us, regardless of when it arose, will, upon demand by either you or us, be resolved by binding arbitration in King County, Washington or another location as mutually agreed by the parties. Binding arbitration lets an independent third party resolve a Covered Dispute without using the court system, judges or juries. Either you or we may require the submission of a Covered Dispute to binding arbitration at any reasonable time, even if a lawsuit or other proceeding has begun. If either you or we do not submit to binding arbitration following a lawful demand, the one who fails or other proceeding has begun. If either you or we do not submit to binding arbitration

following a lawful demand, the one who fails to so submit bears the costs and expenses (including attorney's fees and expenses) incurred by the other in compelling arbitration.

Neither you nor FFNWB will be entitled to:

- Join, consolidate, or combine Covered Disputes by or against others in any arbitration;
- Include in any arbitration any Covered Dispute as a representative or member of a class; or
- Act in any arbitration in the interest of the general public or in a private attorney general capacity.

**YOU HEREBY WAIVE ANY RIGHT TO COMMENCE OR PARTICIPATE IN ANY CLASS ACTION LAWSUIT AGAINST FFNWB RELATED TO ANY CLAIM, DISPUTE OR CONTROVERSY, AND, WHERE APPLICABLE, YOU HEREBY AGREE TO OPT OUT OF ANY CLASS PROCEEDING AGAINST FFNWB OTHERWISE COMMENCED.**

Each arbitration, including the selection of the arbitrator, will be administered by the American Arbitration Association ("AAA") or such other administrator as you and we may mutually agree to (the AAA or such other mutually agreeable administrator to be referred to here as the "Arbitrator Administrator"), according to the Commercial Arbitration Rules and the Consumer Arbitration Rules ("AAA Rules"). To the extent that there is any variance between the AAA Rules and this Arbitration Provision, this Arbitration Provision will control. Arbitrator(s) must be a member of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the Covered Dispute. You and we each agree that in this relationship:

- You and we are participating in transactions involving interstate commerce.
- The Arbitrator will decide any dispute regarding the enforceability of this Arbitration Provision.
- Each arbitration is governed by the provision of the Federal Arbitration Act (Title 9 of the United States Code) and, to the extent any provision of that Act is inapplicable, unenforceable or invalid, the laws governing the relationship between you and us about which the Covered Dispute arose.

This Arbitration Provision and the exercise of any of the rights you and we have under this Arbitration Provision do not stop either of us from exercising any lawful rights to use other remedies available to:

- Preserve, foreclose, or obtain possession of real or personal property.
- Exercise self-help remedies, including setoff and repossession rights.
- Obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment or court appointment of a receiver by a court having jurisdiction.

All parties (the AAA, the arbitrators, you, and FFNWB) must, to the extent feasible, take any action necessary to ensure that an arbitration proceeding, as described in this Arbitration Provision, is completed within one hundred eighty (180) days of filing the Covered Dispute with the AAA. The parties must not disclose the existence, content, or results of the arbitration, except for disclosures of information required in the ordinary course of business or permitted by applicable law or regulation. This provision will be liberally construed to ensure the enforcement of this Arbitration Provision.

To find out how to initiate arbitration, please call any office of the AAA or visit the AAA Website at [www.adr.org](http://www.adr.org). If any of the provisions of this arbitration agreement dealing with class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be unlawful or unenforceable, that invalid provision shall not be severable and this entire arbitration agreement shall be unenforceable. Arbitration fees shall be determined by the rules or procedures of the Arbitration Administrator, unless limited by applicable law. Unless inconsistent with applicable law, each of us shall bear the expense of our own attorney, expert and witness fees, regardless of which of us prevails in the arbitration.

You understand and agree that you and we are each waiving the right to a jury trial or a trial before a judge in a public court. As an exception to this Arbitration Provision, we both retain the right to pursue disputes in small claims court in the state where you reside if the dispute lies within the court's jurisdiction.

Notwithstanding anything in the Agreement to the contrary, each party retains the right to pursue in Small Claims Court any dispute in which the remedy sought is entirely within that court's jurisdiction.

The provisions of this Arbitration Provision will survive termination, amendment, or expiration of your Account relationship, the governing Agreement or any other relationship between you and us.

### **Conflicts Between Agreements**

In the event of any inconsistency or conflict between these Terms and FFNWB's Deposit or Loan Contract to which you agreed when you opened your Account, the Deposit or Loan Contract shall control. If there is an inconsistency between these Terms and the separate terms and conditions of FFNWB Mobile Banking, FFNWB Mobile Deposit Capture, the more specific terms of these Agreements shall control. If the event of any inconsistency or conflict between these Terms and the Additional Services Addendum Agreements, these Terms shall control.

### **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.

### **Severability**

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

### **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 the Site or the Services.

### **Change in Terms**

We are constantly trying to improve our Site and Services, so these Terms may need to change along with the Site or Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on the Site, by sending you an e-mail, or by some other means. Your use of the Site or Services after receipt of notification of any change by us constitutes your acceptance of the change.

### **Termination**

You or FFNWB may terminate these Terms at any time without notice. FFNWB reserves the right to deny, suspend or revoke access to the Site or Services immediately, in whole or in part, in our sole discretion, without notice, if we believe: (i) you are in breach of these Terms; (ii) you are otherwise using or accessing the Site or Services inconsistent with these Terms or any other agreement between you and us; (iii) it is necessary to maintain the security of our systems; or (iv) it is necessary to prevent loss to FFNWB. Further, we have the right to suspend the Site or Service immediately in the event of an emergency. In the event of any termination or suspension of the Site or Services, you shall remain liable for all transactions initiated utilizing the Services prior to suspension or termination.

### **Miscellaneous**

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. You may not assign these Terms or any of the rights or duties hereunder to any person without FFNWB's prior written consent. The information in these Terms applies only to the Site and 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.

### **ACCEPTANCE**

By clicking "I accept the terms of this agreement" below, I acknowledge that I have read and understand the disclosures provided above and agree to the terms and conditions of this Agreement. I further agree to the following:

- I agree, both personally and on behalf of the Business Customer, to FFNWB's Privacy Notice and these Terms of Use.
- I have read and agree to the terms and conditions governing the Services and Additional Services as provided in these Terms and as amended from time to time.
- I consent, both personally and on behalf of the Business Customer, to FFNWB using electronic rather than paper documents, agree to sign those documents electronically, and understand any document sent electronically has the same force and effect as a document sent in paper format. I also understand that FFNWB will use electronic documents for all communications, agreements, disclosures, authorizations and other documents necessary to provide me with FFNWB products and services. I have current versions of an Internet browser, a program that accurately reads and displays PDF files (such as Adobe® Acrobat® Reader), an active e-mail account, and computer or device with an operating system capable of supporting these programs, and I am able to receive and review electronic records. I understand I may contact FFNWB at 1-866-372-1200 (toll free) or 425-255-4400 or by e-mail at [Online@ffnwb.com](mailto:Online@ffnwb.com) at any time to opt-out of conducting business electronically, withdraw my consent, or change the e-mail address that FFNWB uses to send me documents, or request a paper copy of any electronic document received from FFNWB.

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