

1ST SECURITY BANK

Business Online Banking Agreement

This Business Online Banking Agreement ("Agreement") governs the use of 1st Security Bank of Washington's Business Online Banking Services. Please read this Agreement carefully. Each time you log on to our website or use the Service, you agree to the then-current terms of this Agreement and any other agreements that may apply to the Service or any part of the Service.

Definitions

As used in this Agreement, "Service" refers to 1st Security Bank's Business Online Banking Services, as amended, and as described in any agreement or addendum to this Agreement covering additional online services. "Account" and "Accounts" mean an account with us for which you are an owner, joint owner or are otherwise authorized to conduct transactions, as shown on our records. "Loan Account(s)" means any loan account that you may have with us. "You," "your," and "yours" mean the person(s) and/or entity using the Service. "We," "our," "us", and "Bank" refer to 1st Security Bank of Washington. Capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to those terms in the Deposit Account Agreement.

Deposit and Credit Agreements

The terms and conditions in this Agreement apply each time you access our website or use the Service. Your use of the Service is also subject to the rules, regulations and disclosures applicable to your Account as described in the Deposit Account Agreement or any other agreements or addenda applicable to services available on our site or other products or services we offer, all of which constitute the complete agreement between you and us. If there is a conflict between one or more provisions of this Agreement and the provisions of the Deposit Account Agreement, the terms of this Agreement will control with respect to the Service.

Required Equipment

In order to use the Service, you will need a computer or mobile device and access to the internet through a web browser that supports TLS 1.2 (supported browsers are Microsoft Internet Explorer 11, Google Chrome, Safari Version 10 or higher, Microsoft Edge, Firefox) a Company ID, User ID and PIN . Your Company ID, User ID and PIN are personal identification information that you will use to access your Account(s) through the Service. None of these items should be shared with anyone.

The Service

To use the Service, you must have at least one Account or Loan Account and, a Company ID, User ID and PIN. Through the Service, you will have access to any of your Accounts or Loan Accounts. We reserve the right to deny access to Accounts or Loan Accounts or to deny transactions for any lawful reason.

Online Services Available

You may use the Service to (a) transfer funds between your Accounts; (b) obtain Account balances; (c) obtain history and transaction information on your Accounts; (d) obtain Loan Account balance information; and, if applicable, (e) draw on your line of credit. Subject to the terms of the Business Online Bill Payment Addendum, we may also allow you to pay bills. Additional services may be available, including bill pay, wire transfers and ACH services. Each of these additional services is subject to further approval and a separate agreement governing its use.

Service limitations

This Service is limited to the extent, and subject to the terms, noted below:

- a. Your ability to transfer funds between Accounts is limited by federal law and the Deposit Account Agreement. You should refer to the Deposit Account Agreement for legal restrictions and service charges applicable for excessive withdrawals or transfers. Transfers made using the Service are counted against the permissible number of transfers described in the Deposit Account Agreement.
- b. There may be at least a one-business-day delay in transferring funds between your Accounts. Except as provided in this Agreement or in any agreement or addendum covering additional online services,

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we will generally post all Service transactions or instructions received by 7:00 p.m. PST on the same business day. Any instruction received after 7:00 p.m. PST will post the next business day.

- c. We will make available transactional information for your Accounts for a maximum of 180 days from the date of the transaction.
- d. The Service is generally accessible twenty-four hours a day, seven days a week, except during occasional system maintenance.

PIN and Security

PIN

You will determine the PIN you will use to login to the Service during your first login to the Service. Prior to creating your PIN, your administrator or a Bank representative, will provide you with a temporary password which will be used to complete your initial login. The PIN you create, during your initial login, will be used for all subsequent logins, unless changed by you, or your administrator, from within the Service, and the identity of your PIN is not, and should not, be communicated to us. You accept responsibility for the confidentiality and security of your PIN. Your PIN must utilize both upper and lowercase alpha and numeric characters as well as contain a special character and be at least eight digits long. Your PIN should not be associated with any commonly known personal identification, such as Social Security number, or names of children, and should be memorized rather than written down.

Security

You understand the importance of your role in preventing misuse of your Accounts or Loan Accounts through the Service. You agree to protect the confidentiality of your Account and Account number(s), and your personal identification information, such as your driver's license number and Social Security number. You understand personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your Company ID, User ID, and PIN are intended to provide security against unauthorized entry and access to your accounts. Data transferred via the Service is encrypted in an effort to provide transmission security and the Service utilizes identification technology to verify that the sender and receiver of Service transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure the Service is secure, you acknowledge the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant all data transfers utilizing the Service, or email transmitted to and from us, will not be accessible by others.

Data Recording

When you access the Service to conduct transactions, the information you enter may be recorded. By using our Service, you consent to such recording. If our records about a transaction are different from your records, our records will govern. Our "records" include our written, and electronic records and any authorization and instructions received from you about any transaction.

Accuracy of information

We strive to provide complete, accurate and timely Account and Loan Account information through our Service. All information is either generated by us or obtained from sources believed by us to be accurate and reliable as of the date posted on our website. However, because of the possibility of human and mechanical error, delayed updates, as well as other factors such as the difficulty of securing a website from unauthorized alterations or the occurrence of a system breakdown or other unavailability, neither we nor any of our affiliates or vendors provide any representations or warranties regarding the website or any information in it, and we will not be liable to you if any such information is unavailable, delayed or inaccurate. THE WEBSITE AND ALL INFORMATION IS PROVIDED "AS IS" AND WITH ALL FAULTS, AND WE MAKE NO REPRESENTATIONS AND DISCLAIM ALL IMPLIED WARRANTIES OF EVERY KIND, INCLUDING WARRANTIES OR ANY DUTIES (IF ANY) AS TO ACCURACY, TIMELINESS, COMPLETENESS, SUITABILITY, AVAILABILITY, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE, OR LACK OF NEGLIGENCE OR VIRUSES. We do not provide any warranty against infringement, and make no other express warranties. With respect to electronic funds transfer problems; such as unauthorized transfers or our failure to properly complete authorized transfers, the extent of our liability is described elsewhere in this Agreement.

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No Signature Required

You authorize us to complete any transaction that is requested using your PIN. You understand and agree that your PIN will be treated as the equivalent of your signature in connection with any Service requested. If we determine that a physical signature on a document is required to complete a transaction requested using your PIN, you appoint us as your attorney-in-fact for the limited purpose of signing that document, and you agree that any such signature will be the equivalent of your physical signature.

Fees and Charges

You will not be charged for the "view accounts", or "transfer funds" features of the Service. However, your Accounts and Loan Accounts are subject to the fees, charges, balance requirements, and other provisions of the Deposit Account Agreement, any fee schedules applicable to a specific Service, and any loan agreements. Use of any additional services, such as ACH, Wires, or Remote Deposit Capture, may come at an additional cost.

Compliance with Law

Company shall comply with all laws, rules, and regulations applicable to Company, to Company's business and operations, and to the Services, including without limitation, Regulation CC, the Uniform Commercial Code, as adopted by the State of Washington and any rules established by an applicable network, and the prohibitions applicable to illegal Internet gambling. Company shall have the responsibility to fulfill any compliance requirements or obligations that Bank and/or Company may have with respect to the Services under all applicable U.S. federal and state laws, regulations, rulings, including sanction laws administered by the Office of Foreign Assets Control, and other requirements relating to anti-money laundering, including but not limited to, the federal Bank Secrecy Act, the USA PATRIOT Act and any regulations of the U.S. Treasury Department to implement such Acts, as amended from time to time.

Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY LAW, YOU AGREE THAT NEITHER WE NOR ANY OF OUR AFFILIATES OR VENDORS WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS (ECONOMIC OR OTHERWISE), PROPERTY DAMAGE, BODILY INJURY, ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST OPPORTUNITY), OR ANY OTHER INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, (I) THAT ARISE OUT OF OR ARE RELATED TO THE SERVICE, OUR WEBSITE, ANY USE OF OUR WEBSITE OR SERVICE, OR THE INFORMATION CONTAINED THEREIN, (II) RESULTING FROM ANY FAILURE TO COMPLETE ANY TRANSACTION OR THE INABILITY TO USE ANY OF THE SERVICE, (III) RESULTING FROM ANY LOST, STOLEN OR MISUSED PIN OR OTHER ACCESS CODE, (IV) RESULTING FROM ANY ACTIONS TAKEN BY US IN ACCORDANCE WITH YOUR INSTRUCTIONS, OR (V) RESULTING FROM THE INSTALLATION, USE OR MAINTENANCE OF ANY EQUIPMENT, SOFTWARE, INTERNET BROWSER OR ACCESS SOFTWARE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION OF DAMAGES INCLUDES DAMAGES CLAIMED IN ANY CAUSE OF ACTION, INCLUDING BUT NOT LIMITED TO LEGAL OR EQUITABLE PROCEEDINGS AND CLAIMS RELATING TO CONTRACT, TORT OR PRODUCTS LIABILITY.

Notwithstanding anything else in this Agreement, our liability to you for claims arising out of or relating to this Agreement, the Service or the website, whether for breach, negligence, infringement, tort or otherwise will be limited to an amount equal to the total fees paid by you to us under this Agreement for the twelve (12) month period immediately preceding the first event that formed the basis of the claim. You agree that your recovery for nonmonetary damages, if any, will be limited to the correction or replacement of the information. Any failure of that or any other remedy does not affect the enforceability of the limitations on and exclusions of consequential, incidental and other damages described above. Except as otherwise provided by law, you will be liable for any loss or damage resulting from your breach of this Agreement or to which your negligence contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by others (other than us). You are liable for all transactions that you make or which are made or requested by anyone using your PIN, even if that person exceeds your authority and even if that person is not an authorized signer on your Account.

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You acknowledge that the foregoing limitations of liability are an essential, material part of this Agreement and that we would not have entered into this Agreement without those limitations.

Indemnification.

You agree to indemnify, defend and hold harmless us, our directors, officers, employees, agents, contractors and affiliates from and against any and all claims, causes of action, damages, expenses (including reasonable attorney's fees and costs), liabilities and other losses that arise out of or relate to (i) your breach of this Agreement or addenda hereto, (ii) negligent or willful misconduct by you or any person or party acting on your behalf, (iii) any failure to prevent loss, theft or misdirection of Account funds; (iv) any misuse of the Service, (v) failure to comply with all applicable federal, state and local laws, rules and regulations relating in any way to the Service; (vi) any act or omission by us that is consistent with this Agreement or consistent with your written or oral instructions; (vii) the act, failure to act or the delay in acting by any financial institution other than us; or (viii) actions by third-parties, including contractors and vendors over which we have no reasonable control. This provision will survive any termination of this Agreement.

Service Interruptions, Viruses and the Internet

Our website may be unavailable at certain times when required maintenance or upgrades are necessary, unforeseen maintenance is required, or unforeseen events occur, such as earthquakes, fires, floods, and computer failures, interruptions in internet or telephone service, or electrical outages. We will make commercially reasonable efforts to ensure the availability of our website. However, we are in no way liable for the unavailability of all or any portion of the website.

It is possible to contract an electronic virus by using the internet or materials downloaded from it. We make every attempt to keep our website virus-free, but we cannot assure you that the website and any software or other information downloaded from it will be virus free. We are not responsible for any virus or viruses that you may encounter, including, without limitation, any virus related problems that may be associated with the use of our website.

Data transferred via our website is encrypted in an effort to provide transmission security. Notwithstanding our efforts to ensure that our website is secure, you acknowledge that the internet is inherently insecure and that all data transfers, including e-mail, occur openly on the internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing our website or email transmitted to or by us will not be monitored or read by others.

License Grant and Use Restriction; Your Indemnification

Our website is intended to provide you with easy access to information. We grant you a nonexclusive, revocable license to copy or print an unaltered permanent copy of information from this website only for your personal, non-commercial use. You may not otherwise copy, modify, publicly distribute or display, perform, publish, license, create derivative works from, transfer, or sell anything obtained from our website. You agree that you will not alter any website information and will not use (or allow others to use) the website or any information obtained from it for any wrongful, unauthorized or unlawful purpose and agree to indemnify and hold us and our affiliates harmless from and against any loss, damage or expense (including attorney's fees) incurred by them because of any such use.

Alterations and Amendments

The terms of this Agreement, any agreements or addenda covering additional services, applicable fees, and service charges may be altered or amended by the Bank from time to time. If that happens, we will send notice to you either at your address as it appears on our records or by online notice through the website. If you continue using our website after we send you a notice of change, you agree to such change(s). Further, we may, from time to time, revise or update our website, the Service, and/or related material(s), and that may render prior versions of this Agreement obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of our programs, the Service, and/or related material(s) and limit access to our more recent versions and updates.

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Address and Email Changes

You agree to promptly notify us, securely through the Service, or in writing, of any change to your address or email address. You may use the secure email service accessible through the Service to contact us about inquiries, maintenance, and/or some problem resolution issues. Secure email is different from our general email address, and you should not send messages containing any confidential information or relating to the Service to our general email address. Email may not be a secure method of communication and we do not recommend that you send confidential personal, or financial, information by email. There may be times when you need to speak with someone immediately. In these cases, do not use email. Instead, you must call us at 1-877-372-4249.

You acknowledge receipt of a copy of this Agreement and agree to abide by its terms. Further, you agree you may print a copy of this Agreement using your browser's print command and a printer. You may also request a printed copy by calling us at 1-877-372-4249 or writing us at P.O. Box 97000, Lynnwood, WA 98046-9700.

Termination or Discontinuation

The use of our website does not require enrollment on your behalf; therefore, termination of any Service by you is done by not accessing or using the Service. However, we will complete (and you assume liability for) any transactions or payments you have previously authorized. Upon termination of this Agreement, you agree to maintain sufficient funds in your Accounts to cover any outstanding Items and processing fees. You agree to pay upon demand all amounts charged to your Accounts that exceed the available balance in the Accounts, along with any additional overdraft or other charges as provided in the Deposit Account Agreement. Termination of any additional online service covered by an addendum to this Agreement may be subject to the terms of the addendum. Neither termination nor discontinuation will affect your liability or obligations under this Agreement.

Payee Limitation

We reserve the right to impose a frequency or dollar limit on, or refuse to make any payment you have directed. We agree to notify you promptly if we reject your payment instruction, except where you attempt to make a payment that is prohibited by law or under this Agreement, the ACH Services Agreement, the Bill Pay Agreement and/or the Wire Transfer Agreement.

Governing law; venue. All disputes arising out of or relating to this Agreement, the Service or website, any use of them or any information derived from them, will be governed by and construed in accordance with the laws of the State of Washington. Any action by either party with respect to this Agreement must be brought in Snohomish County, Washington in a court of appropriate jurisdiction. The substantially prevailing party in any action will be entitled to an award of all of its court costs and fees, including witness fees and attorneys' fees. Any lawsuit or other proceeding against us must be brought within one (1) year of the date you have a right to sue. Any clause of this Agreement declared invalid will be deemed severable and not affect the validity or enforceability of the remainder.

Complete Agreement

You agree that this Agreement, together with any agreements or addenda applicable to additional online services, is the complete and exclusive statement of the agreement(s) between you and us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Bank relating to the subject matter of this Agreement.

Assignment

You may not assign this Agreement to any other party. We may assign this Agreement to any present or future, directly or indirectly, affiliated company. The Bank may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

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No Waiver

No delay or omission on our part in exercising any right or remedy will operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

Force Majeure; Government Regulation

We will be excused from any failure to act or delay in acting if the failure or delay is caused by legal or regulatory constraints, interruption of transmission or communication facilities, equipment failure, war, epidemic, emergency conditions or other circumstances beyond our control.

Authority.

The person who signs the applicable Cash Management or Business Online Banking application(s) represents and warrants that they has the necessary authority to bind you to this Agreement.