

# Peoples Bank

## Peoples Online and Mobile Services Agreement

This Peoples Online and Mobile Services Agreement ("Agreement") explains the terms and conditions governing basic online and mobile services offered by Peoples Bank. By using any of the Peoples Online and Mobile Services, you agree to abide by the terms and conditions of this Agreement.

**Definitions.** As used in this Agreement, the words:

- "Online Services" and "Peoples Online Services" refers to "Peoples Online"
- "Mobile Services" and "Peoples Mobile Services" refers to "Peoples Mobile"
- "We", "Us", "Our" "FI" and "Bank" refer to Peoples Bank
- "You" and "your" mean the account owner(s), or your designated agent, authorized to receive certain disclosures, statements and notices in electronic form under this Agreement and to each person who enrolls for Online or Mobile Services and has a secure login profile
- "Account" or "accounts" mean your deposit or loan accounts at the Bank
- "Business days" means Monday through Friday, excluding Federal Holidays
- "Day" means all calendar days, including weekends and Federal Holidays

1. **Account Requirements.** In order to subscribe to the Service, you must have at least one deposit account or loan with us. Online and Mobile Services and each of your accounts are also governed by the applicable Disclosures, Rates, and Fee Schedules provided by Peoples Bank. You are responsible for paying any fees associated with Peoples Online and Mobile Services as well as any additional fees that may be assessed by your Internet Service Provider and for any telephone charges or fees incurred by accessing Peoples Online and Mobile Services.

2. **Security.**

- Secure Login Profile.** When logging in to Peoples Online or Peoples Mobile, the system will perform device and geo-location analysis coupled with username and password verification. Based on this analysis, the system may require advanced authentication requiring either a security code delivered via phone or SMS text or the system may require answers to a series of questions before login can be completed. This authentication process is your "Secure Login Profile".
- Password Security.** Your User ID and password that are used to access Online and Mobile Banking services should be kept confidential. We strongly recommend that you change your password regularly. You are responsible for keeping your password, account numbers and other account data confidential.
- Biometric Verification.** Peoples Bank offers the use of biometric verification to access the mobile banking application. The method and ability of biometric verification must be authorized by the mobile device used. Biometric credentials are stored on the mobile phone and are not retained by the Bank.
- Protecting Personal Information.** You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your statements and notices for each of your Accounts as soon as you can access it. You agree to protect the confidentiality of your account, account number, and your personal identification information. You understand that personal identification information by itself or together with information related to your account, may allow unauthorized access to your account. You acknowledge that 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 that all data transfers utilizing the internet, or email transmitted to and from us, will not be monitored or read by others.
- Security Standards.** In order to help protect your personal information, we recommend that you install firewalls, anti-virus, and spyware protection software (and update as required) on your computer. We also recommend that you update your operating system and browser application on a periodic basis to better protect your computer and online banking sessions. The Bank does not warrant the security or confidentiality of any information transmitted through any applicable Internet service provider, information/communication network service provider, network system or such other equivalent system in any jurisdiction via eStatements.
- Bank Proprietary Software.** You agree that you shall not disassemble, decompile, copy, modify or reverse engineer any Bank proprietary software or allow anyone else to do so.

3. **Acceptance of Terms.**

- Acceptance.** Your initial use of Peoples Online and Mobile Services constitutes your acceptance and agreement to be bound by all the terms and conditions of this Agreement, by the Disclosures, Rates, and Fee Schedules applicable to your accounts, and acknowledges your receipt and understanding of this Agreement. To the extent that this Agreement is inconsistent with

any of the terms and conditions contained in the aforementioned Agreements and Disclosures the terms and conditions of this Agreement shall control with respect to the service. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make and for other restrictions. If you should need another copy of a disclosure, please contact us through our web site at <https://www.peoplesbank-wa.com/> or call our Customer Service Center at (800) 584-8859. You can also write to Peoples Bank Customer Service at PO Box 32210, Bellingham, WA 92228.

B. **Secure Login Profile.** Peoples Bank is entitled to act on instructions received through Peoples Online and Mobile Services under your secure login profile. However, do not, under any circumstances, disclose your secure login profile by telephone or to anyone claiming to represent Peoples Bank; Peoples Bank's employees do not need and should not ask for your secure login profile. You are liable for all transactions made or authorized using your secure login profile. Peoples Bank has no responsibility for establishing the identity of any person using your secure login profile. If, despite Peoples Bank's advice, you give your secure login profile to anyone, you do so at your own risk since anyone to whom you give your Peoples Online and Mobile Services secure login profile or other means of access will have full access to your accounts even if you attempt to limit that person's authority. You must notify Peoples Bank immediately at (800) 584- 8859 if your secure login profile has been lost, stolen or otherwise compromised. It should not be honored and must be disabled by us.

C. **Amendments.** Your use of the Online and Mobile Services constitutes your acceptance of this Agreement as it may be amended by Peoples Bank. We have the right to modify or terminate this Agreement at any time. We will comply with any notice requirements under applicable law for such changes or termination. If we terminate this Agreement, no further Peoples Online or Mobile Services transfers or bill payments will be made, including but not limited to any payments or transfers scheduled in advance or any pre-authorized recurring payments or transfers. If we modify this Agreement, your continued use of Peoples Online and Mobile Services will constitute your acceptance of such changes in each instance. We will notify you of any material change by delivering an updated Agreement via your desktop or mobile device (upon next login). Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, Peoples Bank reserves the right, in its sole discretion, to change, modify, add or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services. A printable copy of this Agreement is available at <https://www.peoplesbank-wa.com/wp-content/uploads/2024/11/Peoples-Online-Agreement.pdf>.

4. **Joint Accounts.** If your Account is owned jointly any/all owners or designated agents may consent to receive electronic disclosures and eStatements. That person's election to access eStatements shall apply to any/all owners or designated agents. Upon successful enrollment into the Electronic Delivery of Statements and Notices service, Peoples Bank will automatically turn off the paper statement, printed images of checks, and notices for the authorized primary account.

5. **Authorized Use (Joint Accountholders, Authorized Signers, and Fiduciaries).** You hereby release Peoples Bank from any liability and agree not to make any claim or bring any action against us for honoring or allowing any actions or transactions where you have authorized the person performing the action or transaction to use your account(s) and/or you have given your secure login profile to such person, or, in the case of a jointly held account such person is one of the owners of the account. You also acknowledge and understand that certain fiduciaries (Attorney-in-Fact, Representative Payee, and Conservator/Guardian) may also be granted online and mobile access to your account(s). Said fiduciary access is authorized by you and you hereby release Peoples Bank from any liability for allowing any actions or transactions by the fiduciary on your account(s). A person who has been furnished your secure login profile is considered an authorized user until you contact the Bank to verify your identity and have your secure login profile reset. You agree to indemnify Peoples Bank and hold it harmless from and against any and all liability (including but not limited to reasonable attorney fees) arising from any such claims or actions. There are two ways for joint accountholders to enroll for Peoples Online and Mobile Services.

A. All account holders may enroll separately. Each will have his/her own secure login profile and his/her own separate Peoples Online and Mobile Services Agreement. Each account holder is subject to separate Peoples Online and Mobile Services Service fees as applicable.

B. Alternatively, one holder of a joint account can enroll for Peoples Online and Mobile Services with one secure login profile issued and be subject to fees for one person.

6. **Electronic Statements ("eStatements")**

A. **Electronic Delivery of Statements and Notices.** By accepting this Agreement, you consent and agree that Peoples Bank (the Bank) may provide certain disclosures and notices to you in electronic form in lieu of paper form, relating to all of your current and future accounts and services, including electronic delivery of statements (eStatements) for your Bank account(s). Please reference Section 15 (System Requirements) in this Agreement.

B. **Scope of Consent for Electronic Delivery of Statements.**

i. Your consent to receive eStatements covers the periodic statements you are provided in connection with each of your current and future Bank account(s) enrolled. Your consent also covers disclosures that are required with your account statements, including, but not limited to, the error resolution notice required by the Electronic Fund Transfer Act for consumer accounts. By using eStatements, you accept and agree to be bound by the general terms and conditions governing eStatements, including without limitation all the terms and conditions in this Agreement, your Peoples Bank Deposit Account Agreement or terms of your loan. You agree to be bound by any and all laws, rules, regulations and official issuances applicable to eStatements now existing or which may hereafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services that the Bank may from time to time make available to you in connection with eStatements.

- ii. The Bank has absolute discretion to make eStatements available to you. Further, the Bank has the discretion from time to time and upon giving notice to you to modify, restrict, withdraw, cancel, suspend or discontinue eStatements without giving any reason and you understand that by using eStatements after any modification or change has been effected, you would have agreed to such modification or change.
    - iii. You understand you will access your eStatement using the appropriate Peoples Bank online service to obtain, review, print, and copy/download your periodic account statements. Each month we will send a notification email or text message to you advising you of the availability of your eStatement with instructions on how to access your eStatement. Failure to maintain a valid email address may result in conversion to paper statements which may result in a fee as described in your account Personal Fee Schedule or visit <https://www.peoplesbank-wa.com/wp-content/uploads/2024/11/Personal-Fee-Schedule.pdf>. You may then access your eStatement via the procedures that we authorize. Your electronic statement will be available for viewing for a period of twelve at least (12) months (or such period as decided by the Bank and notified to you) from the applicable statement date. You may request a paper copy of electronic notices required by federal regulations within 60 days of the availability of the electronic disclosure.
  - C. **Scope of Consent for Electronic Delivery of Notices.** Your consent to receive electronic notices covers any notice or other type of communication provided to you pursuant to the terms of this Agreement. We will send a notification email or text to the last known email address or text message enabled phone number provided by you. You agree to notify us promptly of any change of your email address or text message enabled phone number.
  - D. **Peoples Bank Procedures for Electronic Delivery of Statements and Notices.**
    - i. You must enroll each of your account(s) for which you want to access statements and notices in electronic form, in lieu of paper form. To enroll, log on to Peoples Online or Peoples Mobile and complete the enrollment process.
    - ii. The eStatement for your current statement cycle should be available for viewing 1-4 business days after your statement date. Your paper statements and notices will no longer be mailed to you. If you currently receive printed images of your cancelled checks with your paper statement by mail, you also agree that this service will be discontinued upon eStatement enrollment. Electronic images of cancelled checks will be available to you through the online banking service as those items clear your deposit account. The Bank will send an automated notification e-mail or text message informing you that your eStatement is ready for viewing as well as information on how to access your eStatement
  - E. **Duty to Review Periodic Statements.** You must promptly access/review your statement and any accompanying items and notify us in writing immediately of any error, unauthorized transaction, or any other irregularity as detailed in your Peoples Bank Deposit Account Agreement or, for loans, your Error Billing Rights. If you allow someone else to access your statement, you are still fully responsible to review the statement for any errors, unauthorized transactions, or any other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the eStatement e-mail notification date, regardless of when you access and/or review your eStatement. If you do not immediately report to the Bank any non-receipt of eStatements or any error, irregularity, discrepancies, claims or unauthorized debits or items, you shall be deemed conclusively to have accepted all matters contained in the eStatements to be true, accurate and correct in all respects.
  - F. **Change of Mailing Address, E-mail Address, and Other Information.** You agree to notify us immediately of any change in your mailing address, email address or other particulars relevant to this Agreement. To notify us of your email address change, please log in to Online or Mobile Banking and change your email address. Please note that you must provide us with an email address in order to use the Electronic Delivery of Statements and Notices service.
  - G. **Your Right to Withdraw Consent.** You may withdraw E-Sign consent to receive certain disclosures and notices, including eStatements, by visiting any branch or contacting our Customer Support Center at 800-584-8859. You have the right to withdraw your consent to have your statements and notices provided in an electronic form by selecting the account for which you wish to unenroll in the Electronic Delivery of Statements and Notices service. By confirming that you wish to unenroll, statements and notices will no longer be available for access through your online banking account and you will receive paper statements and notices for subsequent statement periods. Please refer to your Account Disclosure and Personal Fee Schedule for any fees related to paper statement delivery.
  - H. **Requesting a Paper Copy of Your Account Statement or Notice.** You can request a paper copy of your account statement or notice by contacting Peoples Bank at (800) 584-8859. A fee per statement or notice copy per account may be assessed. Please reference your Personal Fee Schedule.
  - I. **Our Right to Terminate.** You agree that we can terminate the Electronic Delivery of Statements and Notices service and revert to printed statements and notices for any reason at any time.
7. **Stop Payment Requests.** You acknowledge that the Stop Payment feature of Peoples Online and Peoples Mobile is an alternate entry system for issuing Stop Payment Requests. When utilizing this feature, you warrant that the information describing the check including its exact amount and the check number is correct. You acknowledge that the exact amount of the check is required, and if the incorrect amount or any other incorrect information is provided, the Bank will not be responsible for failing to stop payment on the item. You agree that the Stop Payment Request must be received by the Bank within a reasonable time for the Bank to act on the order prior to final payment of the check. A Stop Payment Request received by the Bank using this service will be accepted as if it were in written form and will be effective for six (6) months only, and will expire automatically at that time, without further notice, unless specifically renewed prior to expiration. You agree that it is commercially reasonable for the Bank to pay on an item for which a stop payment order has expired without further notice or approval. When you elect to execute Stop Payment Requests through Peoples Online or Peoples Mobile, the stop payment will be automatically posted to FI's main computer system. The Service will automatically check the current and previous month's transactions to verify that the item has not already been posted to your account. However, if a stopped

item has already been paid prior to the FI receiving the request, FI shall not be liable for any loss incurred by the Company arising from the event. **Use of the Stop Payment Request service does not apply to payments issued through the Bill Payment Service.**

**8. Transfers.**

**A. Limits on Transfers from Accounts.** Our policy allows us to restrict the number of transfers or withdrawals you can make on a Money Market Account and Savings Account, or we may allow you to make an unlimited number of transfers or withdrawals from these accounts.

**i. Limitations on dollar amounts of transfers.**

1. You may transfer up to your available balance daily within your accounts at Peoples Bank.
2. Bill payments are limited as follows:
  - a. must be at least \$1.00 and cannot exceed \$25,000/payment
  - b. cannot exceed \$25,000 in total payments per business day
3. External Transfers are limited as follows:
  - a. the lesser of your available balance or \$10,000 per outgoing payment (debit) and \$10,000 total debits per business day
  - b. \$2,500 per incoming deposit (credit) and \$2,500 total credits per business day
  - c. the total of transactions made during a calendar month cannot exceed \$20,000 (debits) and \$2,500 (credits)

**ii. Transfer types allowed.** In order to transfer between accounts at Peoples Bank you must be identified in our records as an owner of the checking and/or savings accounts. You may then use your secure login profile to access your account(s) to:

1. Transfer funds between your checking and/or savings accounts at Peoples Bank whenever you request<sup>1</sup>
2. Pay bills directly from your checking account in the amounts and on the days you request.
3. Transfer funds from your checking or savings accounts to your loan accounts<sup>1</sup>.
4. Transfer funds from your revolving loan account to your checking or savings accounts<sup>1</sup>.
5. External transfer. A transfer between your eligible and owned personal checking, savings, or money market account at Peoples Bank and your account at another financial institution. Loan accounts are not eligible for the external transfer service.

<sup>1</sup>Transfers submitted prior to 10:00 pm Pacific Standard Time will be processed on the same business day. Daylight Savings Time applies when nationally in effect.

**B. Bank's Responsibility for Processing Transactions.** 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.

**C. Limitations of Bank's Responsibility for Processing Transactions.** There are some exceptions to the Bank's liability for processing transactions on the Accounts. We will not be liable, for instance:

- i. If, through no fault of ours, you do not have enough money in your Account to make the transfer;
- ii. If the transfer would go over the credit limit on your overdraft line;
- iii. If the funds in your Account were attached or the transfer cannot be made because of legal restrictions affecting your Account;
- iv. If any system or any software was not working properly, and you knew about the breakdown when you started the transfer;
- v. If circumstances beyond our control (such as interruption of telephone service or telecommunication facilities, or natural disaster such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- vi. If you have not provided us with complete and correct transfer or payment information, including without limitation, the name, address, account number and payment amount for the Payee on a bill payment;
- vii. If you have not properly followed the instructions for using the Service or any software;
- viii. If your operating system or software was not properly installed or functioning properly; or
- ix. If you are unable to access your Account or the Service due to Internet facility or service provider delays or other problems.
- x. There may be other exceptions stated in our agreement with you. The Bank's sole responsibility for an error in a fund transfer or bill payment will be to correct the error, but in no case shall the Bank be liable for any indirect, punitive, special, incidental or consequential damages (even if you have informed us of the possibility of such damages). In states which do not allow the exclusion or limitation of liability for indirect, punitive, special, incidental or consequential damages, the Bank's liability is limited to the extent permitted by Applicable Law (as defined below). Our service providers are independent contractors and not our agents. To the extent permitted by Applicable Law, we will not be responsible for any error, damage or other loss caused by any service provider.

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

- i. Where it is necessary for completing the transfers.
- ii. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- iii. In order to comply with government agency or court orders.

- iv. If you give us your written permission.

9. **Bill Payment Service.**

- A. **Bill Payment.** You may use the Service to make payments if you enroll in the Bill Payment Service. Unless the context clearly requires otherwise, all references to the "Service" herein also refer to the Bill Payment Service as long as you are enrolled to the Bill Payment Service. With the Bill Payment Service, you may initiate payments for a future date ("Future Payments"), or on a recurring basis ("Recurring Payments") to certain companies or individuals you select. Bill payments may not be made to pay taxes or child support, maintenance, alimony or other court-ordered obligations. Bill payments can be in amounts of up to your collected balance in the funding account subject to the transfer limitations applicable to the account as set forth in the Account Agreement. Please reference Section 8-A (Limits on Transfers from Accounts) in this Agreement. Bank reserves the right to change these limits at any time. Such changes will be effective upon Bank's implementation and posting of such on its systems or website. Furthermore, Bank reserves, in Bank's sole discretion, to allow exceptions to these limits based upon certain criteria including, but not limited to total relationship with Bank, and/or special requests.
- B. **Funding Account.** After you sign up for the Bill Payment Service, you will designate a checking account with us as the default funding account from which bill payments should be debited (the "Default Funding Account"). Additional accounts can be enabled for use as a bill payment funding account during enrollment or by managing your payment accounts after enrollment.
- C. **Payees.** You may designate payees through the Bill Payment Service (each, a "Payee"). You must provide sufficient information about each Payee as requested from time to time to properly direct a payment to that Payee and permit the Payee to identify the correct account to credit with your payment. This information may include, without limitation, the name and address of the Payee and your Payee account number. The Payee must have a United States payment address that can be verified. Occasionally a Payee may choose not to participate in the Bill Payment Service or may require additional information before accepting payments. While we work with these Payees to encourage them to accept an electronic or check bill payment through the Bill Payment Service, the Payee may not accept such bill payments or may not be able to process bill payments in a timely manner. In that event, we may decline to make future payments to this Payee and a notice will be sent to you.
- D. **eBills.** You may also select the option to activate electronic bill statement presentment and payments ("eBills"), which will allow you to initiate a payment schedule for such eBills to be paid through the Bill Payment Services. With the payment schedule, you can select to pay a designated fixed amount, the total amount of the bill due, the minimum amount of the bill due, or a reoccurring amount with a specific set of designated options based on the eBill presented for payment. In addition, you can determine the desired date you want your payment to start processing ("Send On Date"); you should schedule your payments Send On Date at least five (5) to ten (10) Business Days prior to the due date of the bill or upon your receipt of the eBill. You have sole responsibility for setting up eBill presentment through your third-party service providers or bill presenters ("Billers") and for receiving and reviewing billing statements directly from your Biller. You will have sole responsibility for updating your personal information with the Bank and with the Biller separately. Additionally, you will be solely responsible for maintaining, protecting, and updating any and all usernames, passwords, or authentication techniques with your Biller and with the Bank and their respective electronic or Internet websites. It will be your responsibility to activate eBill presentment through your Biller and set-up all authorization and notification requirements. By activating your electronic billing through the Biller, you authorize the Bank to act on your behalf to access your billing statements and information necessary to pay bills through eBills and the Bill Payment Services. You understand and agree that the Biller may require several billing cycles to set up your request for eBill presentment to the Bank and you agree to schedule and plan for any processing delays. You will be solely responsible for maintaining a current balance in your funding account and paying all bills timely with your Billers; Bank shall have no liability whatsoever to you or the Biller for any reason for any late fees, expenses, or late payments and you agree to indemnify and hold the Bank harmless from any Biller or other third-party claims, damages, expenses, costs, or fees which arise out of or relate to eBills or the Bill Payment Services. The retention and ability to see eBill history will be at the discretion of the Bank and/or the Biller based on how the eBills are presented and received for payment. Bank shall have no liability for eBill historical information, which is outside the control of the Bank. You must request copies of any billing statements directly through your Biller and set up eBills in accordance with Bank instructions. You should monitor and keep track of all bills paid and those pending for payment. Bank is not responsible for the accuracy of any eBills presented or received by the Bank; any discrepancies or disputes regarding the accuracy of any bills or payments must be addressed directly to the Biller. As necessary, you grant Bank the right to access the necessary third-party website or system to retrieve necessary account and billing information on your behalf; however, Bank shall have no responsibility or liability for any Biller who fails to provide necessary information or data required by the Bank to process an eBill in a timely manner. You are responsible for making sure your eBills are timely paid and that accurate information is provided.
- E. **Making Payments.** The date that you request a bill payment is the "Initiation Date". The date that a payment is debited from the funding account is the "Send On Date". If your funding account has insufficient funds or is not an active account in good standing with the Bank, your payment may be delayed or canceled. The date the payment is estimated to arrive at the payee is the "Deliver By" date. The "Deliver By" date is subject to variation, change, and delays. Bank shall have no liability whatsoever to you or the Biller for any reason for any late fees, expenses, or late payments and you agree to indemnify and hold the Bank harmless from any Biller or other third-party claims, damages, expenses, costs, or fees which arise out of or relate to eBills or the Bill Payment Services.
- F. **Scheduled Payments and Sufficient Available Funds.** When you initiate a bill payment using the Bill Payment Service, you authorize us to follow the payment instructions and transfer funds to the Payee from your Funding Account with us. We

process payment instructions only if there are sufficient funds available in your Funding Account on the Send On Date. If sufficient funds, including funds available under any overdraft plan or line of credit, are not available in your Funding Account on the Send On Date, we may refuse to act on your payment instructions. If sufficient funds are not available, the bill payment may be held aside until next day exception processing when the Bank reviews requests with insufficient funds. If funds are available during exception processing, the payment will be sent; if funds are still unavailable the bill payment will be canceled. A mandatory electronic notice of any canceled bill payment will be sent via your preferred communication method to your registered email address or phone number. We reserve the right to refuse to make any bill payment.

- G. **Same Day Payments.** You may initiate payments on the same date of your request ("Same Day Payments") if payment is initiated prior to 6:00 pm Pacific Standard Time. Otherwise, "Same Day Payments" will be initiated on the first Business Day after the date of the request. You must have sufficient available funds in the Funding Account on the Send On Date. Same Day Payments may be changed or canceled any time prior to 6:00 pm Pacific Standard Time. Daylight Savings Time applies when nationally in effect.
- H. **Future Payments.** You may initiate a bill payment to Send On a future date within 365 days of the Initiation Date ("Future Payment"). You must have sufficient available funds in the Funding Account as of the Send On Date of the payment. Future Payments may be changed or canceled online until 6:00 pm Pacific Standard Time of the Business Day before the Send On Date. Daylight Savings Time applies when nationally in effect. Future Payments are generally processed on the same date as the Send On Date.
- I. **Recurring Payments.** You may schedule a bill payment to be automatically initiated in a fixed amount on the same Send On Date every month ("Recurring Payment"). The date on which a bill payment is scheduled to Send On is referred to as the "Recurring Payment Date". Recurring payments are generally processed on the same date as the Send On Date. However, if the Recurring Payment Date is a date that does not exist in a certain month, the bill payment will be initiated to Send On the last Business Day of the month. For example, if you schedule a bill payment for the 30th of each month, the bill payment for the month of February will be processed on or before the 28th of February. If the Recurring Payment Date falls on a day other than a Business Day in any month, the bill payment will be processed on the next Business Day. For example, if you schedule a payment to be issued on the 15th of each month, and the 15th is a Saturday, Sunday or federally recognized holiday within that month, a payment will be processed on the first Business Day after the 15th. Thus, the actual Send On Date for any month may or may not be the Recurring Payment Date. Recurring Payments may be changed or canceled online until 6:00 pm Pacific Standard Time of the Business Day before the Send On Date.
- J. **Method of Payment.** You authorize us to make the bill payments you request through the Bill Payment Service in any one of the following ways. Bill payments may be sent through an electronic transmission to the Payee or they may be made by a check mailed to the Payee. Payees may also opt-in to receive payments via a virtual debit card. When more than one customer initiates a payment to the same Payee on the same Send On Date (which frequently happens), a consolidated check may be issued to the Payee with an accompanying paper list of each customer by name, each account number to be credited, and the amount of each payment. All checks are sent through the United States Postal Service.
- K. **Processing Time.** To ensure that your bill payments arrive on time, payments that will be transmitted electronically should have a Send On Date at least five (5) Business Days prior to the payment due date, not including any applicable grace period. Payments that will be transmitted as a check should have a Send On Date at least ten (10) Business Days prior to the Payment Due Date, not including any applicable grace period. This generally allows sufficient time for the Payee to receive and post your bill payment. We are not responsible for postal delays or processing delays by the Payee. The date the payment is estimated to arrive at the payee is the "Deliver By" date. The "Deliver By" date is subject to variation, change, and delays. Bank shall have no liability whatsoever to you or the Biller for any reason for any late fees, expenses, or late payments occur and you agree to indemnify and hold the Bank harmless from any Biller or other third -party claims, damages, expenses, costs, or fees which arise out of or relate to eBills or the Bill Payment Services. Payments made through the Bill Payment Service are assigned a unique confirmation reference number that appears on your monthly statement for your Funding Account and is viewable online through the service.
- L. **Stopping, Canceling, or Changing Bill Payments.** You may use the Bill Payment Service to electronically change the payment amount and/or the Send On Date of any previously scheduled payment, or to electronically cancel a previously initiated payment, subject to the limitations herein. A Same Day Payment may be canceled, changed or rescheduled using the Bill Payment Service any time prior to 6:00 pm Pacific Standard Time on the Send On Date. Future Payments and Recurring Payments may be canceled, changed or rescheduled any time prior to 6:00 pm Pacific Standard Time on the Business Day prior to the Send On Date. Daylight Savings Time applies when nationally in effect. If your payment has already been transmitted it may not be cancelled or stopped through the Bill Payment Service. If a bill payment was sent by check, a stop payment may be placed up to three (3) Business Days after the Send On Date by contacting Peoples Bank at (800) 584-8859. A stop payment fee may be assessed. Please refer to your Personal Fee Schedule or visit <https://www.peoplesbank-wa.com/wp-content/uploads/2024/11/Personal-Fee-Schedule.pdf>.
- M. **Availability of Service.** Subject to applicable law, the Bank reserves the right to modify, suspend, or terminate access to the Service at any time and for any reason without notice or refund of previously incurred fees. In order for the Service to remain active, you must initiate and send (1) payment per a rolling 12-month period (365 days), otherwise the Service will become inactive, and you will no longer be able to send payments through the Service until you reenroll. Deactivation of the Service will result in the loss of historical data and settings established on the bill payment system.

#### 10. External Transfers.

- A. **Use of External Transfer Service.** This Section of this Agreement sets forth specific terms and conditions applicable to your use of the Online and Mobile Services' External Transfer service. Use of the External Transfer service is at the discretion of Peoples Bank and the External Transfer capability may be cancelled by us at any time.



- B. **Eligible Accounts.** An External Transfer is a transfer of funds between one of your eligible accounts at Peoples Bank and an eligible account at another financial institution. You will need to enroll an external account before you can transfer funds to or from that external account. Not all types of accounts are eligible for funds transfer. You may be subject to penalties by the other financial institution, or suffer negative tax consequences, for certain transactions involving retirement accounts (401K, IRA, etc.), trusts, or other account types. It is your responsibility to verify with the other financial institution any restrictions that pertain to any external account you enroll. We reserve the right to decline the use of any external account. External transfers can be set up between eligible and owned personal checking, savings, and money market accounts. Loan accounts are not eligible for the external transfer service. External accounts must be personal accounts; business, corporate or organizational accounts are NOT permitted.
- C. **Accounts.** You agree that you will only attempt to register accounts for which you have the authority to transfer funds. To enroll that account you must be an owner of the Peoples Bank account as well as the external account. You will need to provide certain information about the external account including the Routing & Transit Number and an account number. It is your responsibility to ensure you submit valid and correct external account information. We may verify the external accounts from time to time. You authorize us to validate the external accounts by the use of a test transfer in which one or more low value payments will be deposited and/or credited to the external account. We may also require you to submit proof of ownership of the external account. You authorize us to use the information submitted by you to complete authorized External Transfers.
- D. **Other Financial Institution.** All External Transfers are also subject to the rules and regulations of the other financial institution. You agree to obtain any and all permissions required by the other financial institution prior to transferring to or from that external account. Any fees charged by the other financial institution are your responsibility.
- E. **Failure or Rejection of External Transfers.** You may not make External Transfers in excess of the collected funds in your account. If the account has insufficient funds to cover an External Transfer, the Bank may, at its sole discretion:
- Cover the funds transfer under the terms of any overdraft protection plan you have established.
  - Cover the funds transfer and overdraw your account until the overdraft is paid.
  - Refuse to cover the funds transfer.
  - Cancel any and all External Transfers to any and all external accounts.
- F. **Fees.** Fees may apply to the above remedies. Please refer to your Personal Fee Schedule for details or visit <https://www.peoplesbank-wa.com/wp-content/uploads/2024/11/Personal-Fee-Schedule.pdf>.
- G. **Completion of External Transfers.** External transfers must be initiated prior to 9:00 pm Pacific Standard Time to be processed on the next business day. Daylight Savings Time applies when nationally in effect. External Transfers that move money from Peoples Bank to another financial institution generally take one to three business days to settle. This means immediate transfers may take up to three days before funds have actually transferred. You must have sufficient available funds in the account as of the scheduled date. External Transfers that move money from another financial institution to Peoples Bank generally take four business days to settle. This means immediate transfers may take four days before funds have actually transferred. New customers within their first 30 days may have an additional hold of up to eight (8) business days. Customers existing more than 30 days may have an additional hold up to one (1) business day. Peoples Bank will not be responsible for returning funds due to an unrecoverable External Transfer.
- H. **Cancellation.** External Transfers that are “in process” cannot be cancelled or stopped. You may cancel an External Transfer at any time up until it has been processed. Cancelling a single transfer before such transfer is processed, or cancelling the entire service, can be done within your Peoples Online and Mobile Services.
- I. **Limitations on Dollar Amount of Transfers.** External Transfers can be in amounts of up to your collected balance in the account subject to the transfer limitations applicable to the account as set forth in the Account Agreement. Please reference Section 8-A (Limits on Transfers from Accounts) in this Agreement. We may from time to time modify transfer limitations for security and risk management reasons. In addition to limits imposed by us, the other financial institution may impose limits on the dollar amount and/or frequency of transfers. All funds transfers are subject to the rules and regulations governing the relevant accounts. You agree not to initiate any funds transfers that are not allowed under the rules and regulations applicable to such accounts including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations.
- J. **Applicable Law.** You agree that Peoples Bank may use any means or routes which we in our sole discretion consider suitable to execute your transfer including, without limitation: Automated Clearing House transfer (“ACH”), Fedwire transfer (a funds transfer system operated by the Federal Reserve Banks), through Clearing House Interbank Payments System (a funds transfer system operated by The Clearing House); through Society for Worldwide Interbank Financial Telecommunication (SWIFT) or by check. You agree to be bound by rules and regulations that govern the applicable funds transfer systems including, without limitation, ACH rules as published by the National Automated Clearinghouse Association (“Nacha”).

## 11. Zelle®.

### A. Description of Services.

- Peoples Bank has partnered with the Zelle Network® (“Zelle®”) to enable a convenient way to send and receive money with others you trust. Zelle enables you to send and receive money with customers who are enrolled with us or with another financial institution that partners with Zelle (each, a “User”) using aliases, such as email addresses, mobile phone numbers, or other unique identifiers (the “Service”). We will refer to financial institutions that have partnered with Zelle as “Network Financial Institutions.”
- Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Financial Institution.

- iii. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

- B. Eligibility and User Profile.** When you enroll to use the Service you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account. You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney. Zelle and we reserve the right to terminate, suspend, or limit your access to or use of the Service at any time and without prior notice, including for reasons involving your use of the Service at any Network Financial Institution which may be deemed to be illegal, improper, brand damaging or potentially exposing us, Zelle, or the financial system to risk. The Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

Content Standards: You agree that you will not use the Service in any way, or upload or provide content or otherwise post, transmit, distribute, or disseminate through the Service any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle, as determined by Zelle in its sole discretion; or (f) in Zelle's or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle or our respective affiliates or customers to harm or liability of any nature. Although neither we nor Zelle have any obligation to monitor any content, both we and Zelle have absolute discretion to remove content at any time and for any reason without notice. We and Zelle may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Service. The Service may include functionality for you to add a unique alpha-numeric identifier to your registered User profile to be used in lieu of your mobile phone number or email address when sending or receiving money, which will be your "Zelle tag." Each Zelle tag must have an eligible U.S. mobile phone number associated with it and there will be a limit on the number of Zelle tags you may use. Your Zelle tag must meet the Content Standards. You may not select a Zelle tag that misleads or deceives other Users of the Service as to your identity, or otherwise. Although neither we nor Zelle have any obligation to monitor User Zelle tags, both we and Zelle have absolute discretion to remove a User Zelle tag at any time and for any reason without notice. We and Zelle may require you to change your Zelle tag in our sole discretion, and we may elect to make a Zelle tag unavailable to you, without any liability to you. We and Zelle may also monitor User Zelle tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to a Zelle tag that is offensive, indecent, or objectionable. We and Zelle are not responsible for, and assume no liability, for any User Zelle tags, including any loss or damage caused thereby. We and Zelle make no representation or warranty that a User Zelle tag accurately identifies a particular User of the Service. We respect the intellectual property of others and require that users of the Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Service that is subject to intellectual property rights claims.

- C. Consent to Use and Disclose Personal Information (Including Account Information).** The Network Operator may use and disclose Network Data, Transaction Data and information about Customers to its Affiliates' respective directors, officers, representatives, agents, contractors, employees, auditors and legal counsel solely for the following purposes:
- i. Effecting Network Transactions;
  - ii. Providing transaction record reporting to the appropriate Participants;
  - iii. Operation and maintenance of the Network;
  - iv. Internal administrative purposes related to the operation and maintenance of the Network; and
  - v. As otherwise required by Applicable Law, subpoena, or order of any court, tribunal, or governmental entity of competent jurisdiction.
- D. Privacy and Information Security.** We make security and the protection of your information a top priority. You can access our Privacy Policy at <https://www.peoplesbank-wa.com/privacy-policy/>, which is incorporated into and made a part of this Agreement by this reference.
- E. Wireless Operator Data.** We or Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Zelle or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See Zelle's Privacy Policy <https://www.zellepay.com/privacy-policy> for how it treats your data.



**F. Enrolling for the Service.**

- i. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and/or a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Service with a landline phone number, toll-free number, Google Voice number, or Voice over Internet Protocol.
- ii. Once enrolled, you may:
  1. Authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
  2. Receive money from another User either at that User’s initiation or at your request, subject to the conditions of the Section below titled “Requesting Money”.
- iii. If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, or we receive information that you are not the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.
- iv. Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll it with Zelle.
- v. If you enroll for the Service and select to use a Zelle tag, the mobile phone number associated with your User profile will be used as the contact method for communication related to the Service and meet the requirements described herein.

**G. Consent to Emails and Automated Text Messages.** By participating as a User, you represent that you are the owner of the email address, U.S. mobile phone number, Zelle tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, U.S. mobile phone number, Zelle tag, and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Services or related transfers between Network Financial Institutions and you. You agree that we may, Zelle may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- i. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- ii. You will immediately notify us if any email address or mobile phone number you have enrolled or is used as a contact method for a Zelle tag is (i) surrendered by you, or (ii) changed by you.
- iii. In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name.
- iv. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.
- v. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our Customer Contact Center at (800) 584-8859. You expressly consent to receipt of a text message to confirm your “STOP” request.
- vi. Supported Carriers: AllCarriers.

**H. Receiving Money; Money Transfers by Network Financial Institutions.** Once a User initiates a transfer of money to your email address, mobile phone number, or Zelle tag enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled. Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, Peoples Bank, Zelle and the other Network Financial Institutions, Peoples Bank may need or Zelle may need additional time to verify your identity or the identity of the person sending the money. We or Zelle may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we or Zelle delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification). If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment. We have no control over the actions of other Users, the Network Operator or other Network Financial Institutions that could delay or prevent a transfer of money to you.

- I. **Sending Money; Debits by Network Financial Institutions.** You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. Transactions sent prior to 10:00 pm Pacific Standard Time will be debited from your bank account on the same business day. Daylight Savings Time applies when nationally in effect. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service with the email address or U.S. mobile phone number to which you initiated payment. If the person you sent money to has already enrolled with Zelle, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. We therefore recommend that you use the Service to send money only to people you know and trust. In most cases, when you are sending money to another enrolled User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, Peoples Bank, Zelle and the other Network Financial Institutions, and other Zelle users, Peoples Bank may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle, or otherwise ignore the payment notification, and the transfer may not occur. The money may also be delayed, or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we or Zelle delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification). Neither we nor Zelle have no control over the actions of other Users, other Network Financial Institutions that could delay or prevent your money from being delivered to the intended User.
- J. **Liability.** Neither we nor Zelle shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle shall be liable for any typos or keystroke errors that you may make when using the Service. THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE DOES NOT OFFER PURCHASE PROTECTION FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US TO DISPUTE A TRANSACTION.
- K. **Send Limits.** We reserve the right to impose limits on the amount(s) and number transfers you transmit using Zelle through Peoples Mobile Banking. The maximum amount you may transfer at a single transmission is \$2,000 with a maximum transmission limit for a business day of \$4,000. We reserve the right to decrease or eliminate your send limit at any given time with or without notice.
- L. **Requesting Money.** You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle accept responsibility if the other User rejects or ignores your request or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle may decide, in our discretion, that we will not send a reminder or repeat request to that User. By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts. You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money. We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.
- M. **Transaction Errors.** In the case of errors or questions about your transactions, please refer to your Electronic Fund Transfer Disclosure and Agreement.
- N. **Your Liability for Unauthorized Transfers.** You must notify us immediately if you believe your secure login profile has been lost, stolen, or that someone has transferred or may transfer money from your account without your permission. If you notify us within 2 business days, you can lose no more than \$50 if someone used your secure login profile without your permission. If you do NOT tell us within 2 business days after you learn of the theft of your secure login profile, and we can prove we could have stopped someone from using your secure login profile 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, 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 of the 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 kept you from telling us, we will extend the time period.
- O. **Liability for Failure to Complete Transfers.** We shall have no liability for any transfers which were not successfully completed. YOU AGREE THAT YOU, NOT WE OR ZELLE, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT

OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE SERVICE.

- P. **Fees.** Peoples Bank does not charge a fee to send or receive money through the use of the Zelle Network. We reserve the right to assess fees related to this service in the future and will provide disclosure when they apply.
- Q. **Use of Peoples Online and/or Mobile App.** You agree to access Peoples Online and/or mobile app in compliance with the terms of this Agreement which is available at <https://www.peoplesbank-wa.com/wp-content/uploads/2024/11/Peoples-Online-Agreement.pdf> and incorporated into and made part of this Agreement by this reference.
- R. **Cancellation of the Service.** You may cancel your use of the Service at any time by notifying Zelle of your intent to cancel by calling (800) 584-8859. Canceling your use of the Service means Zelle will inactivate your profile and login on our mobile app, and the email address or mobile number that you enrolled will no longer be eligible to send or receive money. At the time you instruct Zelle to cancel your use of the Service, any transfers in process using the Service will be completed to or from your bank account that was associated with your profile, but no new transfers will be initiated to or from that bank account through Zelle. You must re-enroll with Zelle or enroll with one of the Network Financial Institutions where you are a customer to receive any subsequent payments sent to you after you cancel your use of the Service. Upon cancelling your use of the Service, we may retain your information in accordance with our Privacy Policy and as may be required to comply with applicable law.
- S. **Right to Terminate Access.** We reserve the right to terminate access to the Zelle Network through Peoples Online and Peoples Mobile with or without prior notice.
- T. **Disclaimer of Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE MAKE NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. ZELLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. ZELLE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.
- U. **Limitation of Liability.** EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE. IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF ZELLE, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).
- V. **Indemnification.** You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this Agreement.
- W. **Governing Law; Choice of Law; Severability.** You understand that this Agreement is governed by the laws of the state where your deposit account was opened except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of this Agreement. We do not have to notify you of these changes, unless required to do so by law. In case any provision of this Agreement is declared invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.
- X. **Miscellaneous.** Subject to the terms of this Agreement, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond the control of us or Zelle. Live customer service generally will be available Monday through Friday, excluding US bank holidays. Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

12. **Peoples Mobile Deposit.** The following terms and conditions apply specifically to your usage of Peoples Mobile Deposit.

- A. **Ineligible Items.** You agree to image capture and deposit only checks as that term is defined in Article 4 of the Uniform Commercial Code. **You agree that you will not use Peoples Mobile Deposit to scan and deposit any checks or other items shown below:**
  - i. Checks or items payable to any person or entity other than you: including a check made payable to you and one or more persons or entities not named as an account holder on your depository account.

- ii. Checks or items containing obvious alteration to any of the fields 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 or item is drawn.
  - iii. Checks or items that are not endorsed on the back of the check as specified in this Agreement.
  - iv. Checks or items previously converted to substitute checks.
  - v. Checks or items drawn on a financial institution located outside the United States and/or payable in a currency other than US Dollars.
  - vi. Checks or items that are remotely created checks.
  - vii. Checks or items dated after the date of deposit.
  - viii. Checks or items that have previously been submitted through Peoples Mobile Deposit or through a remote deposit capture service offered at any other financial institution.
  - ix. Money Orders or Travelers Checks.
- B. **Image Quality.** The image of an item transmitted to Peoples Bank using Peoples Mobile Deposit must be legible. The image quality of the items must comply with the requirements established from time to time by Peoples Bank, American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.
- C. **Endorsements and Procedures.** A check must be endorsed exactly as it is made payable and include **“For Mobile Deposit only at Peoples Bank”**. Endorsement standards restrict the endorsement of the payee to the top 1.5 inches of the back of the check. Rubber stamp endorsements are acceptable on checks taken for deposit. You agree to follow any and all other procedures and instructions for use of Peoples Mobile Deposit as Peoples Bank may establish from time to time.
- D. **Receipt of Items.** We reserve the right to reject any item transmitted through Peoples Mobile Deposit, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation email from Peoples Bank that we have received the image to the email address you provide to us. Receipt of such confirmation does not mean that the transmission was error free or complete. Images must be received by the bank before 6:00 pm Pacific Standard Time each business day to be considered as transmitted on that business day. Daylight Savings Time applies when nationally in effect.
  - i. “Received”: The images captured by the camera on your mobile device have been received by the mobile deposit system. Images that are “Received” will now be reviewed for quality of image and may be subject to additional consideration with regards to funds availability.
  - ii. “Approved and Processed”: The images captured by the camera on your mobile device have been approved for quality of image and have been accepted for deposit to your account. This is not a guarantee that the funds are available nor is it a guarantee that the paying bank will accept the item
- E. **Fees.** There is currently no monthly charge for using the Peoples Mobile Deposit service. We may assess fees as set forth in the Personal Fee Schedule, such as fees for overdraft items or fees for items dishonored on presentation to the financial institution on which drawn.
- F. **Availability of Funds.** You agree that items transmitted using Peoples Mobile Deposit are not subject to the funds availability requirements of Regulation CC. Funds deposited using Peoples Mobile Deposit will generally be available the next business day. Peoples Bank may delay funds availability based on such factors as the extent of your relationship with us, transaction and experience information, and other such factors at its sole discretion.
- G. **Retention and Disposal of Transmitted Items.** Upon your receipt of confirmation from Peoples Bank that we have received the image of an item, you must retain the original of each item 15 business days from the date of transmission. You will mark each imaged item as "electronically presented" or "scanned" after it is transmitted to Peoples Bank. Upon request from Peoples Bank, you will promptly provide the retained item or a sufficient copy of the front and back of the item to Peoples Bank to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Peoples Bank's audit purposes. After 15 business days you must destroy the transmitted items.
- H. **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using Peoples Mobile Deposit.
- I. **Errors.** Pursuant to the Account Agreement, you agree to notify Peoples Bank of any suspected errors regarding items deposited through Peoples Mobile Deposit no later than 60 days after the applicable Peoples Bank account statement is sent. Unless you notify Peoples Bank within 60 days, such statement regarding all deposits made through Peoples Mobile Deposit shall be deemed correct, and you are prohibited from bringing a claim against Peoples Bank for such alleged error. Your statements are delivered to you depending on how you have previously established with Peoples Bank, either by mail or e-statement.
- J. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in Peoples Bank's sole discretion subject to the Account Agreement governing your account.
- K. **User Warranties and Indemnification. You warrant to Peoples Bank that:**
  - i. You will not transmit duplicate items.
  - ii. You will only transmit eligible items.
  - iii. Images will meet the quality standards.
  - iv. You are not aware of any factor which may impair the collectability of the item.
  - v. You will not re-deposit or re-present the original item.
  - vi. All information you provide to Peoples Bank is accurate and true.
  - vii. You will comply with this Agreement and all applicable rules, laws and regulations. You agree to indemnify and hold harmless Peoples Bank from any loss for breach of this warranty provision.

13. **Alerts.** Account activity and service alerts can be established to provide notification by email or text message. Alerts will be triggered based on transactions and activity that occurs prior to 9:00 pm Pacific Standard Time. Daylight Savings Time applies when nationally in effect.
14. **Communication between Peoples Bank and You.** You can use email to communicate with the Bank by clicking on the Contact Us link on our web site at <https://www.peoplesbank-wa.com/>. However, email is not available to initiate transactions on your accounts. Since we may not receive it immediately, you should not rely on email if you need to communicate with us right away (e.g., to report an unauthorized transaction). If you need to contact us immediately, you can call us at (800) 584-8859.
15. **System Requirements.** System requirements for Online and Mobile Services can be found at <https://www.peoplesbank-wa.com/resources/#system>. eStatements, some disclosures and notices are in portable document format (PDF). Your browser must include an updated PDF reader or you can download one for free at <https://get.adobe.com/reader/>. If your browser does not support 128-bit encryption, you must upgrade it in order to access the Online Banking secure pages to allow access to your statements and notices. You may contact the Bank for information on supported browsers. We strongly discourage you from using unsupported browsers as they may not allow our Online Banking product to function or display properly and may fail to meet our security requirements. To print or download disclosures, statements and notices you must have a printer connected to your PC or sufficient hard-drive space to save the disclosure, statement or notice.
16. **Availability of Service.** Under normal circumstances, the Service will be accessible 24 hours a day, seven days a week. The Service may be inaccessible for a reasonable period on a daily basis for system maintenance. We shall not be liable under this Agreement for failure to provide access. In the event the Services are not available, you should call Peoples Bank Customer Support toll free at (800) 584-8859 for assistance. Your access to the Service shall be determined in the sole discretion of the Bank. Subject to applicable law, the Bank reserves the right to modify, suspend, or terminate access to the Service at any time and for any reason without notice or refund of previously incurred fees. In order for your Peoples Online and Mobile Account to remain active, you must log in at least once every 6 months (180 days), otherwise your account will become inactive and therefore e-statements will no longer be available as well as the other services provided through Online and Mobile Banking.
17. **Right to Terminate.** You may cancel the Service at any time by providing us with written notice via postal mail, secure message through the Service or by contacting the Customer Contact Center at (800) 584-8859. Within 3 business days of receiving instructions, we will terminate your access to the Service. You will remain responsible for all outstanding transactions and fees incurred prior to our receiving and processing your termination.
18. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** NEITHER THE BANK NOR ANY SERVICE PROVIDER MAKES ANY WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING ANY OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY APPLICABLE LAW. We do not and cannot warrant that the services will operate without error, or that the services will be available at all times. Except as specifically provided in this Agreement, or otherwise required by Law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under the Agreement or by reason of your use of the services, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.
19. **Liability.** Tell us at once if you believe your secure login profile has been lost or stolen. 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, you can lose no more than \$50 if someone used your secure login profile without your permission. If you do NOT tell us within 2 business days after you learn of the theft of your secure login profile, and we can prove we could have stopped someone from using your secure login profile 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, 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 kept you from telling us, we will extend the time period.
20. **Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software (defined in the Mobile End Users Terms) as specified by Peoples Bank and Licensor (defined in the Mobile End User Terms). The hardware and software requirements may change at any time at Peoples Bank's and Licensor's discretion. Peoples Bank is not responsible for any third-party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software license agreement you enter into directly with the third-party software provider prior to your use of the downloadable application.
21. **Assignment.** You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties.
22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws and regulations of federally insured banks and to the extent applicable, the laws of the State of Washington.



23. **Dispute Resolution.** Any dispute concerning this Agreement or the Services with Peoples Bank shall be resolved in accordance with your Consumer Deposit Account Agreement which contains provisions for the one-year Limitation of Time to Commence Action, an Arbitration Agreement, and Class Action Waiver. Disputes you have with Zelle and other Zelle users are subject to Section 11 (Zelle Network Standard Terms and Conditions) of this Agreement.
24. **Error Resolution Notice.** In Case of Errors or Questions About Your Funds Transfers and Bill Payments or Internet Banking Service and Bill Payment Service:

Call: (360) 354-4044 or (800) 584-8859

You may also write to:

Peoples Bank

Attn: Customer Contact Center PO Box 32210

Bellingham, WA 98228

Contact Peoples Bank via the methods outlined above if you think your statement is wrong or if you need more information about a fund transfer or bill payment listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. Please provide the following information:

- Tell us your name and Account number.
- Describe the error, the fund transfer, or bill payment you are unsure about. Explain as clearly as you can why you believe it is an error or why you need more information.
- 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 ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) Business Days 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 ten (10) Business Days, we may not credit your account.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation within three (3) Business Days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.