

Peoples Mobile Banking Service Agreement ("Agreement")

END USER TERMS

This service is provided to you by Peoples Bank and powered by a third-party (the "Licensor") mobile technology solution. Section A of these End User Terms is a legal agreement between you and Peoples Bank. Section B of these End User Terms is a legal agreement between you and the Licensor.

SECTION A

PEOPLES BANK TERMS AND CONDITIONS

This Agreement contains the terms for the use of Peoples Mobile, Peoples Mobile Deposit and Zelle® that Peoples Bank ("Peoples Bank", "we", "Bank" or "us") may provide to you ("you", "your" or "user"). Other agreements you have entered into with Peoples Bank, including the Account Agreement and Electronic Funds Transfer Agreement are incorporated by reference and made a part of this Agreement.

1. **Definitions.** Throughout this Agreement, these terms have the following meaning:
 - A. "Business Day" means Mondays through Fridays, excluding Federal Holidays.
 - B. "Day" means all calendar days, including weekends and Federal Holidays.
2. **Services and Security.** Peoples Mobile, Peoples Mobile Deposit and Zelle® are the services ("Services") offered by Peoples Bank through this mobile software application. You agree that you will not use the services for any fraudulent or unlawful purpose.
 - A. **Peoples Mobile** is a banking service available to approved customers of Peoples Bank with a compatible wireless, web-enabled cell phone or other type of mobile device. You may use Peoples Mobile to perform balance inquiries, view images, search locations, review account history, schedule or cancel existing Bill Pay payments or manage Bill Pay payees and transfer available funds between accounts at Peoples Bank that you own. There is currently no charge for using the Peoples Mobile service. Your wireless carrier/provider for your mobile device may impose an extra fee in order to make such device "wireless web enabled".
 - B. **Peoples Mobile Deposit** involves remote deposit capture services designed to allow you to make deposits to your consumer checking, savings or money market accounts from home or other remote locations by capturing and delivering the images and associated deposit information to Peoples Bank through Peoples Mobile. There is currently no charge for using the Peoples Mobile Deposit service. Your wireless carrier/provider may impose fees related to the transmission of check images to the Bank for deposit. An account must be open for 30 days to be eligible for Mobile Deposit.
 - C. **Zelle®** is a service available to Peoples Bank customers enrolled with Peoples Mobile and provides a convenient way to transfer money between you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with Zelle® using aliases, such as email addresses and mobile phone numbers.
 - D. **Security Standards.** Access to the services requires advanced user authentication, which uses username, password and device profiling, as well as, out of wallet authentication. You must keep your advanced user authentication credentials confidential. Peoples Bank considers activity conducted using the service under your credentials to be authorized by you. If you suspect your credentials or your mobile device may have been compromised, you must notify Peoples Bank immediately at (800) 584-8859. Peoples Bank offers the use of biometric verification to access the mobile banking application. The method and ability of biometric verification must be authorized per the mobile device used. Biometric credentials are stored on the mobile phone and are not retained by the Bank.
3. **Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement as it may be amended by Peoples Bank. We will notify you of any material change by delivering an updated Agreement via your mobile device. 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 on our website at: www.peoplesbank-wa.com/peoplesmobiletandc.
4. **Service Interruptions.** The Services may be unavailable due to system maintenance, technical difficulties or for any other reason. We assume no responsibility for any Service interruptions or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue the Services, in whole or part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you. In the event the Services are not available, you should call Peoples Bank Customer Support toll free at (800) 584-8859 for assistance.

5. **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.
6. **Limitations of Service.** Some of the Services have qualification requirements and Peoples Bank reserves the right to change the qualifications at any time without prior notice.
7. **Wireless Application Protocol (WAP)** is a technical standard for accessing information over a mobile wireless network. A WAP browser is a web browser for mobile devices such as mobile phones that uses the protocol. If you access Peoples Online Services using WAP you may not have all features and functionality described in this agreement.
8. **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 Time each business day to be considered as transmitted on that business day.
 - 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.

9. **Zelle Network® Standard Terms and Conditions.**

A. **Description of Services.**

- i. Peoples Bank has partnered with the Zelle Network® ("Zelle®") to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with Zelle® (each, a "User") using aliases, such as email addresses or mobile phone numbers (the "Service"). We will refer to financial institutions that have partnered with Zelle® as "Network Banks".
- ii. 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 Bank.
- 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. 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 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 phone number or email address when sending or receiving money, which will be your "Zelle® tag." You will be limited to one Zelle® tag per bank account, and each Zelle® tag must have one U.S. mobile phone number or email address associated with it. 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 Share 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:
- Effecting Network Transactions;
 - Providing transaction record reporting to the appropriate Participants;
 - Operation and maintenance of the Network;
 - Internal administrative purposes related to the operation and maintenance of the Network; and
 - 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 operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, solely to allow verification of your identity and to compare information you have provided to us or to Zelle® with your wireless operator account profile information for the duration of our business relationship. 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 and a permanent U.S. mobile phone number that you intend to use for an extended period of time. You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.
- ii. Once enrolled, you may:
 - a. Authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
 - b. 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, 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 with Zelle®.

G. Consent to Emails and Automated Text Messages. By participating as a User, you represent that you are the owner of the email address, 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, 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 Banks or their agents regarding the Services or related transfers between Network Banks 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 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: All Carriers.

H. Receiving Money; Money Transfers by Network Banks. 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 Banks, Peoples Bank may need or Zelle® may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we 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.

- I. **Sending Money; Debits by Network Banks.** 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. 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. If the person you sent money to has already enrolled with Zelle®, either in the Zelle® mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. In most cases, when you are sending money to another 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 Banks, 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®, either in the Zelle® mobile app or with a Network Bank, 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 delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification). We have no control over the actions of other Users, other Network Banks or other 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 A PROTECTION PROGRAM 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).
- 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 sole 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 Banks 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 Mobile App.** You agree to access this mobile app in compliance with the terms of this Agreement which is available at <https://www.peoplesbank-wa.com/peoplesmobileandc> 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 the Peoples Bank Mobile Banking app with or without prior notice.
- T. **Disclaimer of Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE® MAKES 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 BANKS 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 ZELLE®'S 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 BANKS 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 Banks 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 our or Zelle®'s control. 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.
10. **Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software (defined below) as specified by Peoples Bank and Licensor (defined below). 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.
11. **Entire Agreement.** This Agreement shall constitute the complete and exclusive agreement between you and us related to the Services and shall supplement the Account Agreement or any other agreement related to your account. In the event of a conflict between this Agreement and any other agreement related to your account, this Agreement shall control.
12. **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.
13. **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.
14. **Dispute Resolution.** Any dispute concerning this Agreement, or the Services shall be resolved in accordance with your Account Agreement.

SECTION B

END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP

To be Agreed to by End User Prior to Use of the Downloadable App.

1. **Ownership.** You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").
2. **License.** Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
3. **Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
4. **Disclaimer Warranty.** THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS

FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

5. **Limitations of Warranty.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

6. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of Florida excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of Florida and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.
7. **Content and Services.** Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.