Peoples Mobile and Peoples Mobile Deposit 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 and Peoples Mobile Deposit 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. Services. Peoples Mobile and Peoples Mobile Deposit 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, initiate mobile cash withdrawals, 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.

   c. Security. Access to the services requires advanced user authentication, which uses user name, 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. Customers with devices that are TouchID or Passcode capable can access the Peoples Bank Mobile App using their fingerprint or passcode allowing balance inquiry, viewing activity, internal transfers, mobile deposit, and initiating mobile cash withdrawals. Other functions will prompt standard user authentication.

2. 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.

3. 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 that the Services are not available, you should deposit your original check at any Peoples Bank branch location or call Peoples Bank Customer Support toll free at 800-584-8859 for assistance.

4. 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.
5. **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.

6. **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.

7. **Peoples Mobile Deposit.** The following terms and conditions apply specifically to your usage of Peoples Mobile Deposit.
   a. **Eligible 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 a 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.
   e. **Fees.** There is currently no monthly charge for using the Peoples Mobile Deposit service. We may assess fees as set forth in the Fee Schedule, such as fees for returned 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 and to modify such limits from time to time. The maximum amount you may deposit in any single transaction or on a given business day through Peoples Mobile is $10,000. The maximum number of items you may deposit in a single day is 15. The maximum amount you may deposit during any 10 business day period is $25,000 with a limit of 30 items.

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.

8. 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.

9. Entire Agreement. This Agreement shall constitute the complete and exclusive agreement between you and us related to the Services and shall supplement the Peoples Bank 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.

10. User Warranties and Indemnification. You warrant to Peoples Bank that:

   a. You will not transmit duplicate items.
   b. You will only transmit eligible items.
   c. Images will meet the quality standards.
   d. You are not aware of any factor which may impair the collectability of the item.
   e. You will not deposit or represent the original item.
   f. All information you provide to Peoples Bank is accurate and true.
   g. 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.

11. 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.

12. 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.
13. Dispute Resolution. Any dispute concerning this Agreement or the Services shall be resolved in accordance with your Account Agreement.