

Peoples Online Services and E-Sign Agreement

This Peoples Online Services Agreement and Disclosure ("Agreement") explains the terms and conditions governing basic online services and bill pay services offered by Peoples Bank. By using any of the Peoples Online Services, you agree to abide by the terms and conditions of this Agreement. The term "Online Services" and "Peoples Online Services" refers to "Peoples Online". The terms "we", "us", "our" "FI" and "Bank" refer to Peoples Bank. "You" refers to each person who enrolls for Online Services and has a secure login profile. When logging in to Peoples Online, 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". The term "business days" means Monday through Friday, excluding Saturday, Sunday and Peoples Bank holidays.

E-Sign

You agree that Peoples 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. In order for this to include electronic delivery of statements ("eStatements") for your FI account(s), you must accept **PEOPLES BANK ELECTRONIC STATEMENT (eStatement) DISCLOSURE AGREEMENT**. 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. The Bank may from time to time upon 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 agree to such modification or change. You understand you will access your eStatement, disclosures and notices using the Online Services to obtain, review, print, and copy/download your documents. Each month we will send an e-mail notice to you advising you of the availability of your eStatement with instructions on how to access your eStatement. Failure to maintain a valid e-mail address may result in conversion to paper statements. Please refer to your Miscellaneous Fee Schedule for fees associated with paper statements or visit <https://www.peoplesbank-wa.com/pbwa/media/pdfs/Miscellaneous-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 (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.

System requirements for Online Services can be found at <https://www.peoplesbank-wa.com/mobile-and-online-banking/online-banking/system-requirements>. 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/>.

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.

1. **Account Requirements.** In order to subscribe to the Service, you must have at least one deposit account or loan with us. Online 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 Services and bill payment 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 Services.
2. **Acceptance.** Your initial use of Peoples Online Services constitutes your acceptance and agreement to be bound by all of 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. Peoples Bank is entitled to act on instructions received through Peoples Online Services under your secure login profile. However, do not, under any circumstances, disclose your secure login profile by telephone or to any one 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 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 that your secure login profile has been lost, stolen or otherwise compromised. It should not be honored and must be disabled by us.

3. **Joint Accounts.** If your Account is owned jointly any/all owners or designated agents may consent to receive electronic disclosures and eStatements. In addition, that person's election to access eStatements shall apply to any/all owners or designated agents.

4. **Authorized Use (Joint Accountholders and Authorized Signers)** 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. 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 Services.
 1. All account holders may enroll separately. Each will have his/her own secure login profile and his/her own separate Peoples Online Services Agreement. Each such account holder is subject to separate Peoples Online Services Service fees as applicable.
 2. Alternatively, one holder of a joint account can enroll for Peoples Online Services with one secure login profile issued and be subject to fees for one person.

5. **Stop Payment Requests.** You acknowledge that the Stop Payment feature of Peoples Online 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, 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.**

6. **Limits on Transfers from Accounts.** Federal regulations limit the number of certain types of transfers from savings and money market deposit accounts. You are limited to six pre-authorized electronic fund transfers and telephone transfers, including bill payment transactions, checks and point-of-sale transactions, per month. Each fund transfer or bill payment through the Service from your savings or money market deposit Account is counted as one of the six transfers you are permitted each month. However, payments to your loan accounts with us are not counted toward this limit for savings and money market deposit Accounts. Your ability to transfer funds from certain Accounts is also subject to the Account Agreements. You should refer to these agreements for legal restrictions and service charges applicable for excessive withdrawals and transfers.
 1. **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:
 - must be at least \$1.00 and cannot exceed \$25,000/payment
 - cannot exceed \$25,000 in total payments daily
 3. External Transfers are limited as follows:
 - the lesser of your available balance or \$10,000 per outgoing payment (debit) and \$10,000 total debits per day
 - \$10,000 per incoming deposit (credit) and \$10,000 total credits per day
 - the total of transactions made during a calendar month cannot exceed \$20,000 (debits) and \$20,000 (credits)

2. **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.
 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.
 4. Transfer funds from your revolving loan account to your checking or savings accounts.
 5. External transfer. A transfer between your account at Peoples Bank and your account at another financial institution.

7. **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.

8. **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:
 1. If, through no fault of ours, you do not have enough money in your Account to make the transfer;
 2. If the transfer would go over the credit limit on your overdraft line;
 3. If the funds in your Account were attached or the transfer cannot be made because of legal restrictions affecting your Account;
 4. If any system or any software was not working properly and you knew about the breakdown when you started the transfer;
 5. 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;
 6. 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;
 7. If you have not properly followed the instructions for using the Service or any software;
 8. If your operating system or software was not properly installed or functioning properly; or
 9. If you are unable to access your Account or the Service due to Internet facility or service provider delays or other problems.
 10. 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.

9. **Confidentiality.** We will disclose information to third parties about your account or the transfers you make:
 1. Where it is necessary for completing the transfers.
 2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
 3. In order to comply with government agency or court orders.
 4. If you give us your written permission.

10. **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. 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 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 Banking.

11. **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.
12. **Amendments.** 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 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 Services will constitute your acceptance of such changes in each instance.
13. **Bill Payment Service.**
 1. *Bill Payment.* You may use the Service to pay bills 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 subscribed to the Bill Payment Service. With the Bill Payment Service, you may schedule payments to occur on the same day ("Same Day Payments"), a future date ("Future Payments"), or on a recurring basis ("Recurring Payments") to certain companies or individuals you select or to your loan or credit accounts with us. Bill payments may not be made to pay taxes or child support, maintenance, alimony or other court-ordered obligations. You may make bill payments in any amount greater than or equal to \$1.00 and less than \$25,000 ("Payment Range"). Total limit of bills paid in a single day must be less than \$25,000 ("Daily Payments Limit"). Bank reserves the right to change the Payment Range and/or the Daily Payments Limit 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 the Payment Range and Daily Payments Limit based upon certain criteria including, but not limited to total relationship with Bank, your credit scores, and/or special requests.
 2. *Funding Account.* When you sign up for the Bill Payment Service, you designate a checking account with us as the default funding account from which bill payments should be made (the "Default Funding Account"). Additional checking accounts can be enabled for use as a bill payment funding account during enrollment or by managing your payment accounts after enrollment.
 3. *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 in the ordinary course of business. 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.
 4. *eBills.* You may also select the option to activate electronic bill statement presentment and payments ("eBills"), which will allow you to establish 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 to pay your bill; you should schedule your payments at least five (5) to seven (7) Business Days prior to the due date of the bill or upon you 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 Bank and with 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 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 delays. You will be solely responsible for maintaining a current balance 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 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 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 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.

5. *Making Payments.* The date that you request a bill payment is the "Initiation Date". The date that an electronic funds transfer is made from the Funding Account is the "Scheduled Date" and may be different than the date the payment is sent to the Payee. 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 actually sent to the payee is the "Transmit Date" of the payment. The date the payee receives the payment may be later than the Transmit Date and will depend on the method of payment as discussed below.
6. *Scheduled Payments and Sufficient Available Funds.* When you schedule 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 Scheduled Date. If sufficient funds, including funds available under any overdraft plan, are not available in your Funding Account on the Scheduled 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 is completed. If funds are available during exception processing, the payment will be sent; if not the payment will be canceled. An electronic notice of any canceled bill payment will be sent to you. We reserve the right to refuse to make any bill payment.
7. *Same Day Payments.* You may schedule payments on the same date of your request ("Same Day Payments") if payment is initiated prior to 8:00 pm Central Time. Otherwise, "Same Day Payments" will be transmitted on the first Business Day after the payment request is scheduled. You must have sufficient available funds in the Funding Account on the Scheduled Date. Same Day Payments may be changed or canceled any time prior to 8:00 pm Central Time.
8. *Future Payments.* You may schedule the Transaction Date of a bill payment to be 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 Scheduled Date of the payment. Future Payments may be changed or canceled online until 8:00 pm Central Standard Time of the Business Day before the Scheduled Date. Future Payments are generally transmitted on the same date as the Scheduled Date.
9. *Recurring Payments.* You may schedule a bill payment to be automatically initiated in a fixed amount on the same Scheduled Date every month ("Recurring Payment"). The date on which a bill payment is scheduled is referred to as the "Recurring Payment Date". If the Recurring Payment Date is a date that does not exist in a certain month, the bill payment will be initiated 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 initiated 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 initiated 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 or Sunday of that month, a check

will be issued on the first Business Day after the 15th. Thus, the actual Transmit Date for any month may not be the Recurring Payment Date. Recurring Payments may be changed or canceled online until 8:00 pm Central Standard Time of the Business Day before the Scheduled Date. Recurring Payments are generally transmitted on the same date as the Scheduled Date.

10. *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. When more than one customer schedules a payment to the same Payee on the same 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.
11. *Processing Time.* To ensure that your bill payments arrive on time, payments that will be transmitted electronically should have a Scheduled Date at least three (3) 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 Scheduled 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. 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.
12. *Stopping, Canceling or Changing Bill Payments.* You may use the Bill Payment Service to electronically change the payment amount and/or the scheduled payment date of any previously scheduled payment, or to electronically cancel a previously scheduled 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 8:00 PM CT on the scheduled payment date. Future Payments and Recurring Payments may be canceled, changed or rescheduled any time prior to 8:00 pm CT on the Business Day prior to the scheduled payment date. If your payment has already been transmitted it may not be cancelled or stopped through the Bill Payment Services. If a bill payment was sent by check, a stop payment may be placed up to three (3) Business Days after the Transaction Date by contacting Peoples Bank at (800) 584-8859. A stop payment fee may be assessed. Please refer to your Miscellaneous Fee Schedule for stop payment fee information or visit <https://www.peoplesbank-wa.com/pbwa/media/pdfs/Miscellaneous-Fee-Schedule.pdf>.
13. *Fees.* Please refer to your Miscellaneous Fee Schedule for fees associated with the Bill Payment Service or visit <https://www.peoplesbank-wa.com/pbwa/media/pdfs/Miscellaneous-Fee-Schedule.pdf>.

14. **External Transfers.**

1. *Use of External Transfer Service.* This Section of this Agreement sets forth specific terms and conditions applicable to your use of the Online 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.
2. *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 accounts 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 accounts must be personal accounts; business, corporate or organizational accounts are NOT permitted.
3. *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.

4. *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.
5. *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.
6. Fees may apply to the above remedies. Please refer to your Miscellaneous Fee Schedule for details or visit <https://www.peoplesbank-wa.com/pbwa/media/pdfs/Miscellaneous-Fee-Schedule.pdf>.
7. *Completion of External Transfers.* 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. 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 accounts within their first 30 days may have an additional hold of up to eight (8) calendar days. Accounts opened more than 30 days may have an additional hold up to one (1) calendar day. Peoples Bank will not be responsible for returning funds due to an unrecoverable External Transfer.
8. *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 Services.
9. *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 6 of this Agreement (**Limits on Transfers from Accounts**). 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.
10. *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”).]
15. **DISCLAIMER OF WARRANTIES.** NEITHER THE BANK NOR ANY SERVICE PROVIDER MAKES ANY WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING THE SERVICE, 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.

16. **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.
17. **Reporting Unauthorized Transactions.** You should 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.
18. **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
payAttn: Remote Banking
P.O. Box 233
Lynden, WA 98264

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.