

## Business Manager 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. **The full Peoples Bank's Terms and Conditions for this service have been accepted by an Authorized Company Officer.** You have been authorized and granted access to the service, by an Authorized Company Officer, as an Administrator, or by an Administrator, as a user. Features of the service are summarized in Section A. Section B of these End User Terms is a legal agreement between you and the Licensor.

### SECTION A

#### USER 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.** Business Manager Mobile and Peoples Mobile Deposit are the services ("Services") offered by Peoples Bank through this mobile software application. Users may not use the services for any fraudulent or unlawful purpose.
  - a. **Business Manager 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 Business Manager Mobile to perform balance inquiries, review account history, schedule or cancel existing Bill Pay payments, and transfer available funds between accounts at Peoples Bank that you own. Full terms and conditions governing the above transactions are contained in the Business Manager and E-Sign Agreement. There is currently no charge for using the Business Manager 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 business 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 Business Manager Mobile. 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 company ID, user ID, password or passcode 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.
  - d. **Access.** Any Authorized Company Officer may change or revoke your access to the Services at their discretion.
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. An Authorized Company Officer has accepted the full Terms and Conditions for the service. A printable copy of the full Terms and Conditions can be found within the Business Manager and E-Sign Agreement which can be requested by an Authorized Company Officer by calling 800-584-8859. A copy of this Agreement can be found on our website at: [www.peoplesbank-wa.com/bizmanagemobiletandc](http://www.peoplesbank-wa.com/bizmanagemobiletandc).
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. **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 at 800-584-8859 for assistance.

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 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 check.
    - v. Checks or items drawn on a financial institution located outside the United States and/or payable in a currency other than US Dollars.
    - vi. Checks or items that are remotely created checks.
    - vii. Checks or items dated after the date of deposit.
    - viii. Checks or items that have previously been submitted through Peoples Mobile Deposit or through a remote deposit capture service offered at any other financial institution.
    - ix. Money Orders or Travelers Checks.
  - b. **Image Quality.** The image of an item transmitted to Peoples Bank using Peoples Mobile Deposit must be legible. The image quality of the items must comply with the requirements established from time to time by Peoples Bank, American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.
  - c. **Endorsements and Procedures.** A check must be endorsed exactly as it is made payable and include **“For Mobile Deposit only at Peoples Bank”**. Endorsement standards restrict the endorsement of the payee to the top 1.5 inches of the back of the check. Rubber stamp endorsements are acceptable on checks taken for deposit. You agree to follow any and all other procedures and instructions for use of Peoples Mobile Deposit as Peoples Bank may establish from time to time.
  - d. **Receipt of Items.** We reserve the right to reject any item transmitted through Peoples Mobile Deposit, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation email from Peoples Bank that we have received the image to the email address you provide to us. Receipt of such confirmation does not mean that the transmission was error free or complete. Images must be received by the bank before 6:00 pm Pacific Standard Time each business day to be considered as transmitted on that business day. Daylight Savings Time applies when nationally in effect.
    - i. **“Received”:** The images captured by the camera on your mobile device have been received by the mobile deposit system. Images that are **“Received”** will now be reviewed for quality of image and may be subject to additional consideration with regards to funds availability.
    - ii. **“Approved and Processed”:** The images captured by the camera on your mobile device have been approved for quality of image and have been accepted for deposit to your account. This is not a guarantee that the funds are available nor is it a guarantee that the paying bank will accept the item.
  - e. **Fees.** There is currently no monthly charge for using the Business Manager Mobile Deposit service. We may assess fees as set forth in the Business 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 deposit or represent 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. **Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Peoples Bank and Licensor. 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.
10. **Account Dispute Resolution.** Any dispute concerning your deposit account with Peoples Bank shall be resolved in accordance with your Business Deposit Account Agreement which contains provisions for the one-year Limitation of Time to Commence Action, an Arbitration Agreement, and Class Action Waiver.

## 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.
6. **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.
7. **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.
8. **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.