

Washington Federal. invested here.

Effective October 15, 2018

Personal Online and Mobile Banking Service Agreement

Welcome to Personal Online and Mobile Banking at Washington Federal. This Personal Online and Mobile Banking Service Agreement ("Agreement") sets out the terms and conditions for your use of Washington Federal's Personal Online Banking service ("Online Banking") and Personal Mobile Banking service ("Mobile Banking") provided to our customers with Consumer Accounts and certain Business Accounts. Please read this Agreement carefully. A printer friendly version of this Agreement is available on our Website. By using Online Banking or Mobile Banking, you agree to the terms and conditions of this Agreement as they apply to the service you are using, including any instructions we provide on our Website or on your Mobile Device, and any changes in such terms and conditions (after their effective date). If you do not agree with these terms and conditions, you may not use Online Banking or Mobile Banking.

In this Agreement, the words "we", "us", "our", and "Bank" means Washington Federal, N.A. and the words "you" and "your" mean an Online Banking service customer or a Mobile Banking service customer. Your use of Online Banking and Mobile Banking is also governed by the Deposit Account Agreement and Disclosures applicable to your Deposit Account (Consumer or Business), our Website Terms of Use, the Schedule of Consumer Fees & Service Charges or the Schedule of Business Fees & Service Charges, as applicable, and any loan account agreement (collectively, the "Account Agreements"). The Account Agreements are available on our Website. You may also request a printed copy of any of these documents by visiting your local branch.

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DEFINITIONS

"Business Account" means an account established by a person or entity that is not primarily for personal, family or household purposes.

"Business Deposit Agreement" means the Business Deposit Account Agreement and Disclosures, which are available on our Website and in printed form upon request at your local branch.

"Business Day" means Monday through Friday, excluding federal banking holidays.

"Business Eligible Account" means a Business Account that is accessible through the Online Banking or Mobile Banking service.

"Business Fee Schedule" means the Schedule of Business Fees & Service Charges, which is available on our Website and in printed form upon request at your local branch.

"Computer" means a personal computer (PC) or other desktop Internet-enabled system, including a laptop personal computer and excludes a Mobile Device.

"Consumer Account" means an account established primarily for personal, family or household purposes.

"Consumer Eligible Account" means a Consumer Account that is accessible through Online Banking or the Mobile Banking Service.

"Consumer Fee Schedule" means the Schedule of Consumer Fees & Service Charges, which is available on the Website and in printed form upon request at your local branch.

"Deposit Account" means a checking, savings, NOW, or money market account that you have established with us..

"EFT" means electronic fund transfers.

"Eligible" means an account that is accessible through Online Banking or Mobile Banking.

"Eligible Accounts" means Deposit Accounts, loan accounts, credit cards, and other products or accounts you have with us that are accessible through the Online and Mobile Banking.

"Eligible Deposit Accounts" means Deposit Accounts that are accessible through the Online and Mobile Service.

"Eligible Loan Accounts" means loan accounts that are accessible through the Online and Mobile Service.

"eStatements" are account statements delivered electronically to you through the Online and Mobile Service.

"Mobile Banking" means the financial services we make available via our Website and any published Washington Federal mobile banking application using the Mobile Device you have registered with us.

"Mobile Device" means a supported mobile device including a mobile phone or other mobile device that is web-enabled or capable of sending and receiving text messages.

"Online Banking" means the financial services we make available on our Website using a personal computer or other internet-enabled system, but excluding any service accessed through a Mobile Device.

"Online and Mobile Service" means the Online Banking service and Mobile Banking service described in this Agreement.

“Online Financial Services” means each of the products and services you may access or enroll in through the Online and Mobile Service, including services offered by third parties.

“Owner” means each person or entity who is an owner of an Eligible Account as indicated in our records.

“Personal Deposit Agreement” means the Personal Deposit Account Agreement and Disclosures, which are available on the Website and in printed form upon request at your local branch.

“SMS” means Short Message Service, which is the text message service of your Mobile Device.

“Transaction Processing Day” means a Business Day or any other day that Bank processes transactions.

“Website” means Washington Federal’s Online Banking website and other websites and web pages maintained by us and accessible through washingtonfederal.com.

SECURITY, PASSWORD AND USER RESPONSIBILITY

Security

You can use your user name and password, along with a Computer or Mobile Device, to perform certain transactions described below. For security, the Online and Mobile Service will not allow access if anyone attempts to use a wrong password 5 times or more consecutively. We use additional log-in security that incorporates multiple factors to authenticate you as a customer. Additional information regarding each Online and Mobile Service user’s access pattern will be collected and validated automatically. A unique electronic signature will be created for each user based on the user’s specific access pattern; additional authentication may occur automatically when there is a deviation from this unique signature.

You agree that we may place session cookies and other identifiers on the Computers, Mobile Devices and other devices you use to access the Online and Mobile Service. Session cookies help us confirm your identity and help us keep your transactions secure when you use the Online and Mobile Service. We also use cookies for various purposes such as maintaining continuity during an online session, and optimizing the performance of our Website.

Password

Your password can be changed within the Online and Mobile Service. Your password must meet the standards we establish from time to time. These standards will be available for your reference whenever you create or change a password. We may require you to change or update your password at any time.

User Responsibility

You should never provide your user name or password information to a third party. If you do so, you are authorizing that party to conduct transactions on your Eligible Accounts. You are also responsible for keeping your user name and password confidential and for ensuring that you have logged out of Online Banking or Mobile Banking when your session is finished. Therefore, you are responsible for any transactions, including transfers from or between your Eligible Accounts, resulting from you furnishing your user name, password and enhanced log-in security information to a third party. We will not be liable and will not reimburse you for any losses that may occur as a result of this authorized use of your user name, password and enhanced log-in security.

You agree to immediately notify us if you believe that:

- your password may have been lost or stolen,
- a device you use to access the Online and Mobile Service has been lost, stolen or compromised, or
- someone has viewed, downloaded, or deleted electronic records from your account or Online and Mobile Service without your permission,

or if you suspect any fraudulent activity on your accounts.

You may notify us by:

- calling 1-800-324-9375, anytime, 24 hours a day, 7 days a week;
- writing to us at Washington Federal, Attn: Client Care Center, 425 Pike Street, Seattle, Washington 98101; or
- visiting your local branch.

If your account is a Consumer Account, please refer to the Personal Deposit Agreement for additional information regarding your obligation to notify us and your liability for unauthorized transactions on your accounts as provided for under Regulation E. If your account is a Business Account, please refer to the Business Deposit Agreement for additional information regarding your obligation to notify us and your liability for unauthorized transactions on your account.

If your account is a Business Account, you agree that the use of passwords and other techniques that we establish for the use of the Online and Mobile Service constitute a commercially reasonable security procedure for you.

ONLINE BANKING ACCESS REQUIREMENTS

In order to use Online Banking, you will need a Computer and any software and required equipment that can support the list of approved web browsers. The Website is best viewed using the most current version of Internet Explorer, Chrome, or Firefox. If you choose to use another browser to access the Website, we assume no responsibility for the resulting layout or content. You will also need a functioning email address. You are responsible for the installation, maintenance and operation of your Computer and all related charges. You are responsible for installing and maintaining appropriate virus protection on your Computer. We are not responsible for any errors or failures caused by any malfunction of your Computer, or your use of Online Banking. We are not responsible for any viruses, spyware, malware, worms or related problems that may be associated with your Computer. We are also not responsible for any losses or delays in transmission of information that you provide to us or otherwise arising out of or incurred in connection with the use of any internet or other service provider providing your connection to the internet or any browser software. You are also responsible for all telephone, mobile remote access, and other similar charges incurred in connecting to Online Banking and for charges by any internet service providing connection to the internet.

AVAILABLE ONLINE BANKING SERVICES

Online Banking allow you to perform the following actions:

- Review a summary of your Eligible Accounts.
- Check the activity of your Eligible Accounts, including determining which checks have cleared and viewing images of cleared checks, for a period of 13 months.
- Advance funds from Eligible Loan Accounts to Eligible Deposit Accounts.
- Submit payments to Eligible Loan Accounts.
- Transfer funds between Eligible Deposit Accounts and permitted accounts at other financial institutions (using External Transfer and Popmoney®).
- Change passwords, login name, or e-mail addresses.
- Pay bills using CheckFree Bill Payment Services.
- Stop payment on checks that have not been paid.
- View 18 months of electronic statements if you have enrolled in E-statements.
- Send and receive electronic mail to and from us.

External Transfer, Popmoney® and CheckFree Bill Payment are described in the section entitled Third Party Services.

We may periodically make available new internet services or products. You agree that if you use or acquire any such services or products after they become available, you will be bound by all applicable terms, as well as by this Agreement. Not all services specified above are available through Mobile Banking.

MOBILE BANKING ACCESS REQUIREMENTS AND RESTRICTIONS

Washington Federal offers Mobile Banking services on your Mobile Device through Mobiliti™ from Fiserv. Our Mobile Banking service is an Internet-based platform you access via a URL from your Mobile Device's browser or by downloading a mobile banking application (app) from either the Apple App Store or Google Play. Internet access from your Mobile Device is required to enroll in some Mobile Banking services.

To register a Mobile Device for any of our Mobile Banking services, you must be an authorized user for the Mobile Device registered and you agree to provide us with true, accurate, current and complete information during the enrollment and registration process. You are responsible for the installation, maintenance and operation of your Mobile Device. You are responsible for installing and maintaining appropriate virus protection on your Mobile Device. We are not responsible for any errors or failures caused by any malfunction of your Mobile Device, or your use of the Mobile Banking Service. We are not responsible for any viruses, spyware, malware, worms or related problems that may be associated with your Mobile Device. We are also not responsible for any losses or delays in transmission of information that you provide to us or otherwise arising out of or incurred in connection with the use of any internet or other service provider providing your connection to the internet or any browser software. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation, for SMS (short message service).

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, we and our affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files, data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or any Mobile Banking software (collectively "User Information"). Subject to applicable law and the Washington Federal Privacy Policy, we and our affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. We and our affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Mobile Banking software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or any Mobile Banking software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or any Mobile Banking software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Bank, in its sole discretion, that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose {name of Financial

Institution}, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or any Mobile Banking software, or other customers of Mobile Banking or any Mobile Banking software; or (d) otherwise abuse Mobile Banking or any Mobile Banking software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://www.maps.google.com/help/legalnotices_maps.html, or other URLs as may be updated by Google.

Touch ID™ for Mobile Banking. Touch ID is an optional fingerprint sign-in method for Mobile Banking that is currently available for most Apple® devices that have a fingerprint scanner. To use Touch ID, you will need to save your fingerprint by going to "Settings > Touch ID & Passcode" on your Apple device to complete the setup (for more help with fingerprint scanning, contact Apple support at apple.com/support). Fingerprints are stored on your device only and we do not see or store your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Mobile Banking. We reserve the right to suspend or disable this feature at any time. Touch ID can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your fingerprint, you can sign in using your password. To use Touch ID for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Touch ID anytime from the Services menu within {name of Financial Institution} Mobile Banking. Apple and Touch ID are trademarks of Apple Inc. Currently, fingerprint sign-in for Mobile Banking is only available on compatible iOS devices.

Fingerprint Login for Mobile Banking. Fingerprint Login is an optional fingerprint sign-in method for Mobile Banking that may be available for certain Apple® (via Touch ID™) and Android® mobile devices that have a built-in fingerprint scanner. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device.). Fingerprints are stored on your device only and we do not see or store your fingerprint information. You acknowledge that by enabling Fingerprint Login, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Mobile Banking. We reserve the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your fingerprint, you can sign in using your standard login credentials (e.g. password). To use Fingerprint Login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime within {name of Financial Institution} Mobile Banking. Apple and Touch ID are trademarks of Apple Inc. Android is a trademark of Google Inc.

AVAILABLE MOBILE BANKING SERVICES

Mobile Banking allow you to perform the following actions:

- Review a summary of your Eligible Accounts.
- Check the activity of your Eligible Accounts, including determining which checks have cleared, for a period of 13 months.
- Advance funds from Eligible loan accounts to Eligible Deposit Accounts.
- Submit payments to Eligible loan accounts.
- Transfer funds between Eligible Deposit Accounts.
- Transfer funds to other persons (using Popmoney®).
- Change passwords.
- Pay bills using CheckFree Bill Payment Services.
- Deposit checks through our Mobile Deposit Service.
- Initiate transfers via SMS banking.
- Push Notifications (using the Mobile Banking App) and SMS alerts.

Popmoney® and CheckFree Bill Payment are described in the section entitled Third Party Services. Transfers to or from an account at another financial institution using External Transfer are not currently available using Mobile Banking. The services specified above are not available for certificate of deposit (CD) Deposit Accounts and not all services are available for Loan Accounts. Not all services available in our Mobile Banking service are available in our Online Banking service.

MOBILE BANKING CARD CONTROLS SUPPLEMENTAL TERMS OF USE

The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"). The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement apply.

1. The Card Controls feature is only available for debit cards issued by Bank that you register within the Mobile Banking App.
2. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your Mobile Device. Please contact us to discontinue the alerts and controls.
3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.
4. Card Controls may enable access to Bank's and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
5. To the extent the Mobile Banking App allows you to access third party services, we, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.
6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.
7. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR

CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

MOBILE DEPOSIT SERVICE

The Mobile Deposit Service is a remote deposit capture service (referred to as a "Mobile Deposit Service") that allows you to use a camera-enabled Mobile Device to deposit certain checks ("Eligible Checks" as described below) to your Eligible Accounts by scanning a check and electronically delivering the digital image of the check and associated deposit information to us or our designated processor.

Eligible Checks. "Eligible Checks" means checks as defined by Regulation CC and does not include Ineligible Items (defined below).

Ineligible Items. You may not use the service to deposit any Ineligible Items. "Ineligible Items" include any item that: (a) is payable to "Cash" or any indefinite payee or to a person other than you, even if endorsed to you; (b) lacks the original signature of the drawer; (c) was created from an electronic image; (d) is irregular in any way, as determined by us in our sole discretion; (e) was returned unpaid; (f) is not dated or is postdated, or is more than six months old; (g) was drawn on a foreign bank or any entity that is not a bank, or is payable in a foreign currency; (h) is a traveler's check or registered government warrant or bond; or (i) is not a check under Regulation CC.

Image Quality. The image of an item transmitted to us using the Mobile Deposit Service must be legible. The image quality of the check or item must comply with the requirements established from time to time by the American National Standard Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

Endorsement. You agree to endorse properly each check you deposit using the Mobile Deposit Service and to conspicuously and indelibly mark "For Deposit Only at Washington Federal" beneath your endorsement. The manner in which the checks are cleared, presented for payment, and collected is in our sole discretion.

Collection. The manner in which the checks you deposit are cleared, presented for payment, and collected from makers of the checks and the financial institution upon which they are drawn is in our sole discretion.

Availability of Funds; Right to Reject. We reserve the right to place a hold on or to reject any item(s) deposited through the Mobile Deposit Service. Please see the Personal Deposit Agreement for information regarding availability of funds.

Storage and Disposal of Original Checks and Items; Retention of Copies.

Checks Submitted to Us. With respect to any original check for which a check image has been transmitted to us via the Mobile Deposit Service, you agree to safely store the check in such a manner that others cannot gain access to it until such time as you receive confirmation that your check image has been accepted for deposit.

Checks Accepted for Deposit. You will receive an electronic confirmation that the check image you transmitted to us via the Mobile Deposit Service has been accepted for deposit (or alternatively, an adjustment notice setting forth the reason it could not be deposited through the Mobile Deposit Service).

Disposal of Transmitted Checks. You agree to safeguard and keep the original check for 14 Business Days after you have transmitted the check. After that period, once you have verified that the check has been credited to your account, you agree to indelibly mark the check as "VOID" or to dispose of it in a manner that will prevent anyone from presenting it for deposit. If we determine that we require the original paper check, you will promptly provide any check you have not destroyed to us to aid us in the clearing and collection process, to resolve claims by third parties with respect to any Item, or for our audit purposes.

Deposit Limits. We have no obligation to accept for deposit any check you transmit using the Mobile Deposit Service: (a) if more than one check is included in the transmission; (b) if you have already transmitted five checks using the Mobile Deposit Service on that Business Day; (c) that is in an amount greater than \$5,000; (d) if the amount of the check would, when added to the amount of checks you already transmitted for deposit as of that Business Day, would exceed \$10,000 or (e) if deposit of that check would cause the sum of the amounts of the checks you transmitted for deposit using the Mobile Deposit Service within the previous 30 days period to exceed \$50,000. We reserve the right to modify these limits at any time and will provide you with any notice required by applicable law or regulation.

You may deposit checks using your Mobile Device Monday through Friday. Accepted deposits made prior to 3 PM Pacific Time on a Business Day will be credited by 6 PM Pacific Time the same Business Day. Accepted deposits made after 3 PM Pacific Time or on a day that is not a Business Day will be credited the following Business Day.

SMS (TEXT) SERVICE, ALERTS AND PUSH NOTIFICATIONS

The SMS (Text) service allows you to access available information regarding your Eligible Accounts via SMS text messaging from your Mobile Device as well as set up alerts for your Eligible Accounts (for example, for low balances). Enrollment requires confirmation of your banking relationship with us as well as providing a mobile phone number. The mobile phone number's verification is done by sending an SMS message with a verification code to the designated mobile number, which you will have to enter on the Website. You may select the type of alerts and other preferences, including, the frequency of alerts. Your mobile carrier's text message, data rates, and mobile phone usage charges may apply. The SMS program continues until you opt out and you may opt out at any time.

Questions: You can contact us at 800-324-9375, or send a text message with the word "HELP" to this number: 66273. We can answer any questions you have about the SMS program.

To Stop the SMS Program. To stop the messages from coming to your phone, you can opt out of the SMS program via SMS. Just send a text that says "STOP" to this number: 66273. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

Our participating carriers include (but are not limited to): AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, and MetroPCS.

Alerts Additional Terms

The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use will apply.

Alerts. Your enrollment in Online Banking or Mobile Banking includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Eligible Account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.

- Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Eligible Accounts.
- Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the More menu within Mobile Banking.

Account Alerts and Additional Alerts must be managed or added through Online Banking. You cannot manage all Alerts through your Mobile Device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. We reserve the right to terminate our Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your Mobile Device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or Mobile Device number.

Alerts via Text Message. To stop Alerts via text message, text "STOP" to 44238 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 44238. In case of questions please contact us at 800-324-9375. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, and MetroPCS.

Limitations. We provide Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factors affecting your Mobile Device service provider, internet service provider(s) and other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Bank, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

Push Notifications

Push notifications allow you to receive "push" versions of some Mobile Banking alerts on Apple iOS or Google Android Mobile Devices with the Mobile Banking application installed. iOS notifications can appear as pop up messages or banners and Android notifications appear as a banner. If you initiate this service, you can turn off Push notifications within the Mobile Banking application or in the settings of your Mobile Device.

SERVICE CONDITIONS AND LIMITATIONS

Savings and Money Market Accounts.

Your ability to transfer funds between and make payments from certain Deposit Accounts is limited by law. For any Statement Savings Account(s) (including Money Market Accounts), you may make as many in-person withdrawals at a teller window or any ATM as you wish. However, federal regulations permit the depositor to make no more than a combined total of 6 pre-authorized, automatic, electronic (including computer initiated), telephone withdrawals or transfers, or by check, draft, debit card, or similar order payable to third parties in any monthly period. We may impose a fee, as disclosed on the *Consumer Fee Schedule* or *Business Fee Schedule*, as applicable, for each such withdrawal in excess of 6 that you make in any monthly period. These fees will be reflected in your monthly statement. In addition, repeated violations will result in the Deposit Account being closed or changed from a savings type account to a transaction account.

Internal Transfers.

Funds can be transferred the same day or on a future date between your Eligible Accounts. Future-dated and recurring transfers are processed each calendar day between 9 PM and 11 PM Pacific Time. Same day transfers between Eligible Accounts are processed when received. If the transfer request is submitted prior to 11 PM Pacific Time it will be dated the same day. Transfer requests submitted after 11 PM Pacific Time will be dated the next Transaction Processing Day.

FEES

All account fees and charges apply to actions requested or performed through the Online and Mobile Services. (See the *Consumer Fee Schedule* and *Business Fee Schedule*, as applicable, for a full listing of fees). We reserve the right to charge fees for any service provided through the Online and Mobile Service after we notify you. Unless otherwise required by law, you agree that any fees may be deducted automatically from your account (or any other account you have with us) if there are insufficient funds in that account.

STOP PAYMENT ORDERS

You can place stop payment orders using our Online Stop Payment service. To place a stop payment on a check or a series of checks, sign on to Online Banking and select the "Accounts" menu, then select "Stop Payment". All information requested must be provided before we can process a stop payment. The terms and conditions governing stop payments are provided in our Personal Deposit Agreement. If you send us an online stop payment order, we will send you a stop payment confirmation form. If you wish to cancel the stop payment or change any information, follow the directions on the confirmation form. There is a fee for placing a stop payment (see the *Consumer Fee Schedule* or the *Business Fee Schedule*, as applicable, for the current fee).

ELECTRONIC STATEMENTS AND NOTICES

If you enroll to receive (1) eStatements or (2) disclosures, documentation, and other communications concerning your Eligible Accounts ("Notices") electronically, account statements or Notices, as applicable, for your Eligible Accounts will be available only through Online Banking. Your consent to receive eStatements covers the account statement for the Eligible Accounts you designate within Online Banking. Your consent to receive Notices electronically covers any disclosures, agreements, documentation, and other communications from us for the Eligible Accounts you designate within Online Banking. We will discontinue mailing account statements for the designated accounts and may discontinue mailing Notices to your address of record. 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.

We will send you notice via e-mail when a new document is available for review. Notice will be sent shortly after the end of your statement period and will provide instructions on how to access your eStatement or Notice. This is the only notice you will receive of the availability of your eStatement or Notice online. We will archive electronic statements and Notices for your Eligible Accounts for a rolling 18 months, regardless of when you enroll.

Your receipt of e-Statements or Notices does not in any way alter your obligation to promptly review your transaction history. You must promptly review your e-Statement or Notices and any accompanying items and notify us immediately of any error, unauthorized transaction, or any other irregularity. The error resolution provisions in the Personal Deposit Agreement set out the timelines for reporting errors contained on your account statement.

At any time, you may request a paper copy of your account statement or any disclosure. Paper copies may be acquired by contacting us: by phone at 1-800-324-9375, by mail at Washington Federal, Attn: Client Care Center, 425 Pike Street, Seattle, Washington 98101, by requesting through Online Banking (for account statements only), or by visiting your local branch. Fees may apply to requests for paper copies of your account statement (see the *Consumer Fee Schedule* or *Business Fee Schedule*, as applicable). There is no fee for printed copies of disclosures.

USING EMAIL TO SEND INFORMATION AND INQUIRIES TO US

Normal internet e-mail transmissions may not be secure. Online Banking provides secure messaging ("Secure Message") for you to ask questions about your accounts or give comments on the Online Banking service. Secure Message provides the ability to securely communicate sensitive or confidential information. Secure Message is accessible after you sign on with your password to a secure session of Online Banking. To ensure the security of your account information, we recommend that you use only Secure Message when asking specific questions about your accounts or when sharing sensitive or confidential account information about your Washington Federal accounts. You cannot use email to initiate transactions on your accounts. For transactions, please use the appropriate functions within Online Banking or call Washington Federal Customer Service at 1-800-324-9375 or by visiting your local branch.

MONEYSYNC

We offer MoneySync, a personal finance management tool, through our service provider, MX Technologies, Inc. MoneySync is available in Online Banking and Mobile Banking. If you elect to use MoneySync, the following terms and conditions will apply.

Provide Accurate Information. You represent and agree that all information you provide to us in connection with MoneySync is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at the third party sites you include or access through MoneySync, and that you have the authority to (i) designate us and our service provider as your agent, (ii) use MoneySync, and (iii) give us and our service provider the passwords, usernames, and all other information you provide.

Content You Provide. When you use of MoneySync you authorize us and our service provider, as your agent, to access the third party sites you designate in order to retrieve information. You license us and our service provider with any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through MoneySync. You authorize us or our service provider to use any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through MoneySync or that we or our service provider retrieve on your behalf for purposes of providing MoneySync, to offer products and services, and for other permissible business purposes. Except as otherwise provided herein, we and our service provider may store, use, change, or display the information you provide or create new content using such information.

Power of Attorney. For all purposes hereof, you hereby grant us and our service provider a limited power of attorney, and you hereby appoint them as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, in any and all capacities, to access third party sites to retrieve information, use such information, as described in these terms and conditions, with the full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. Third party sites will be entitled to rely on the authorizations, agency, and the power of attorney granted by you or through your account. You understand and agree that MoneySync is not sponsored or endorsed by any third party site. **YOU ACKNOWLEDGE AND AGREE THAT WHEN WE OR OUR SERVICE PROVIDER ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, WE AND THEY ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD PARTY SITES.**

Third Party Accounts. With respect to any third party sites we may enable you to access through MoneySync or with respect to any non- Washington Federal accounts you include in MoneySync, you agree to the following:

- You are responsible for all fees charged by the third party in connection with any non- Washington Federal accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that this Agreement does not amend any of those terms and conditions. If you have a dispute or question about any transaction on a non- Washington Federal account, you agree to direct these to the account provider.
- Any links to third party sites that we may provide are for your convenience only, and neither we nor our service provider sponsor or endorse those sites. Any third party services you may be able to access through MoneySync are services of the listed institutions. Neither we nor our service provider have responsibility for any transactions and inquiries you initiate at third party sites. The third party sites you select are solely responsible for their services to you. Neither we nor our service provider are liable for any damages or costs of any type arising out of or in any way connected with your use of MoneySync of those third parties.

Limitations of Services. When using MoneySync, you may incur technical or other difficulties. Neither we nor our service provider are responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of MoneySync is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We and our service provider reserve the right to change, suspend or discontinue any or all of MoneySync at any time without prior notice.

Aggregated Data. Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of MoneySync, may be used by us and our service provider to conduct certain analytical research, performance tracking and benchmarking. Our service provider may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties.

Ownership. You agree that we and our service provider, as applicable, retain all ownership and proprietary rights in MoneySync, associated content, technology, mobile applications and websites.

User Conduct. You agree not to use MoneySync or the content or information delivered through MoneySync in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of MoneySync to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) create liability for us or our service provider or cause us to lose the services of our service provider; (d) access the information and content programmatically by macro or other automated means; or (e) use MoneySync in such a manner as to gain unauthorized entry or access to computer systems.

Indemnification. You agree to defend, indemnify and hold harmless us, our third party service provider, and our and their officers, directors, employees and agents from and against any and all third party claims, liabilities, damages, losses or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of MoneySync, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

Disclaimer. MoneySync is not intended to provide legal, tax or financial advice. MoneySync is strictly educational in nature and is provided with the understanding that neither we nor our third party provider is engaged in rendering accounting, investment, tax, legal, or other professional services. If legal or other professional advice including financial, is required, the services of a competent professional person should be sought. We and our third party provider specifically disclaim any liability, loss, or risk incurred as a consequence, directly or indirectly, of the use and application of any of the MoneySync content. Further, neither we nor our third party provider are responsible for any investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of MoneySync or any

materials or information accessible through it. Past performance does not guarantee future results. Neither we and nor our third party provider warrant that MoneySync will comply with the requirements of the FINRA or those of any other organization anywhere in the world.

DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF MONEYSYNC AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE AND OUR SERVICE PROVIDER DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF MONEYSYNC, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE AND OUR SERVICE PROVIDER MAKE NO WARRANTY THAT (i) MONEYSYNC WILL MEET YOUR REQUIREMENTS, (ii) MONEYSYNC WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM MONEYSYNC WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH MONEYSYNC WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN MONEYSYNC OR TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF MONEYSYNC IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WASHINGTON FEDERAL OR ITS SERVICE PROVIDERS THROUGH OR FROM MONEYSYNC WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

LIMITATION OF LIABILITY. YOU AGREE THAT NEITHER WE NOR OUR THIRD PARTY SERVICE PROVIDER WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (i) THE USE OR THE INABILITY TO USE MONEYSYNC AT OUR WEBSITE/MOBILE APPLICATION OR OF ANY THIRD PARTY ACCOUNT PROVIDER'S WEBSITE/MOBILE APPLICATION; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM MONEYSYNC, (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, (v) STATEMENTS OR CONDUCT OF ANYONE ON MONEYSYNC, (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES, OR (vii) ANY OTHER MATTER RELATING TO MONEYSYNC.

Export Restrictions. You acknowledge that MoneySync and any underlying software are subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the MoneySync software or services, directly or indirectly, to: (1) any countries that are subject to U.S. export restrictions; (2) any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that MoneySync may include technical data subject to export and re-export restrictions imposed by U.S. law.

THIRD PARTY SERVICES

Through our Website we offer access to the following services provided by third parties. These services are conducted on the Website of these third parties and those sites may have separate terms and conditions. Between you and us, your use of those services is subject to this Agreement.

External Transfer and Popmoney®

We offer external transfers and person to person payments through CashEdge. These services are governed by the *EXTERNAL TRANSFER AND POPMONEY® PAYMENTS SERVICES TERMS AND CONDITIONS*, which are available on our Website and on the CashEdge site when you access this service. To use External Transfers, you must have a personal profile with a U.S. address, a unique U.S. phone number, an active unique email address, a Social Security Number or qualifying Tax Identification Number (TIN), and have applied for and been given access to our Online and Mobile Service. Your Eligible Deposit Account must be in good standing and enabled for ACH transactions and Online Banking transfers.

Fees may apply; please review the current *Consumer Fee Schedule* or *Business Fee Schedule*, as applicable. CashEdge, the service provider, may also charge fees that are specified in their External Transfer and PopMoney® Payment Services Terms and Conditions. PopMoney® is available in Online Banking and Mobile Banking. External Transfer is available only in Online Banking.

CheckFree Web Bill Payment Services (Bill Pay)

We offer bill payment services through FiServ CheckFree. Use of Electronic Bill Delivery and Bill Payment services ("Bill Payment Services") is governed by the *TERMS AND CONDITIONS FOR CHECKFREE WEB*, which is available on our Website and on the CheckFree site when you access this service. The Bill Payment Services allows you to pay bills using our Online Banking Service. To be eligible to use the Bill Payment Services you must have a personal profile which has a U.S. address, a unique U.S. phone number, an active unique e-mail address, and applied for and been given access to our Online and Mobile Service. Using the Bill Payment Services, you can arrange for the payment of current, future, and recurring bills from your Eligible Accounts. See the *Consumer Fee Schedule* or *Business Fee Schedule* for applicable fees. CheckFree is available in Online Banking and Mobile Banking.

SUSPENSION OF SERVICE

You agree that at any time and without prior notice we may suspend access to your Online or Mobile Service if we suspect fraudulent activity or misuse of the Online or Mobile Service or functionality.

PRIVACY AND INFORMATION SHARING

We are committed to protecting your privacy. All information gathered from you in connection with using the Online and Mobile Service will be governed by the provisions of the Washington Federal Privacy Policy as set out in our Privacy Notice and our Online Privacy Policy, available on our Website at www.washingtonfederal.com.

We may share certain personal information and device-identifying technical data about you and your devices with our third party service providers who will compare and add device data and fraud data from and about you and your devices to a database of similar device and fraud information in order to provide fraud management and prevention services and identify and block access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Our third party service providers may use this database to provide similar fraud management and prevention services for services or Web sites we do not provide.

LIMITATIONS ON OUR RESPONSIBILITIES

We agree to make reasonable efforts to ensure the full performance of the Online and Mobile Service. We will be responsible for acting only on those instructions that are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages you send. We are not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet service provider, your connection to the Internet, your Computer, or caused by any browser software. Except as provided under applicable law, our sole responsibility for an error in a transfer will be to correct the error, but in no case will we be liable for any indirect, special, incidental or consequential damages. In states that do not allow the exclusion or limitation of liability for indirect, special, incidental or consequential damages, our liability is limited to the maximum extent permitted by applicable law. We are not responsible for any indirect, special, incidental or consequential damages arising in any way out of your use of the Online and Mobile Service.

WE MAKE NO EXPRESS OR IMPLIED WARRANTIES CONCERNING THE ONLINE AND MOBILE BANKING SERVICE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF A THIRD PARTY'S PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY APPLICABLE LAW.

INDEMNIFICATION

Except to the extent that we are liable under the terms of this Agreement or another agreement governing the applicable Eligible Account or Online Financial Service, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
- any fraud, manipulation, or other breach of this Agreement or the Online and Mobile Service;
- your violation of any law or rights of a third party; or
- the provision of the Online and Mobile Service or use of the Online and Mobile Service by you or any third party.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Online and Mobile Services by you or your authorized representative or delegate. Nothing herein shall be construed as a waiver of any rights you may have as a consumer under any applicable regulation.

NOTICES AND COMMUNICATION

Generally

Except as expressly provided otherwise in this Agreement, we will provide you notices and other information regarding your Eligible Accounts, Online Financial Service, or the Online and Mobile Service (collectively "Account-Related Information") through mail, electronically, or by other means available. This information will be sent to the postal or electronic address ("electronic notice address") of the Owner of the applicable Eligible Account or Online Financial Service as reflected in our records, unless a different postal or electronic address has been specified in accordance with procedures we may establish from time to time. The electronic notice address may be an e-mail address, other Internet address, text messaging number, or other electronic access address provided to us in accordance with this Agreement. Account-Related Information that is held for pick-up or posted on our Website will be deemed to be delivered to, and received by, you at the time that we make it available for pick-up, display it to you, or send notice in accordance with this Agreement that it is posted on our Website, as applicable. The person receiving the notice is responsible for providing copies of all Account-Related Information to all joint Owners. We reserve the right at all times to communicate all Account-Related Information to you through the U.S. Postal Service or overnight courier, at our sole option.

Electronic Delivery and Communication

Unless otherwise required by applicable law, if we are required to provide you with information in writing, we may, at our option, send it electronically either:

- to your electronic notice address;
- by posting the information on our Website or to your Online Banking Service secure mailbox, and sending you a notice to your postal address or notice address (either separately or as part of an account statement) telling you that the information has been posted and providing instructions on how to view it; or
- to the extent permitted by law, by posting the information to our Website.

At any time, you may request a paper copy of any communication which has been delivered electronically. Paper copies may be acquired by contacting us by phone at 1-800-324-9375, by mail at Washington Federal, Attn: Client Care Center, 425 Pike Street, Seattle, Washington 98101, or by visiting your local branch. Fees may apply. There is no fee for printed copies of disclosures.

You agree that we may from time to time make telephone calls and send text messages to you in order for us to:

- service your accounts;
- collect any amount you may owe; or
- discuss our relationship, products and services with you.

The ways we may call you include using prerecorded/artificial voice messages and/or through the use of an automatic telephone dialing system. The ways we may send text messages to you include through the use of an automatic telephone dialing system. We may call you and send text messages to your telephone number, including mobile/cellular telephone numbers that could result in charges to you. You may opt out of receiving text messages by calling the Client Care Center at 1-800-324-9375, visiting your local branch or following the instructions on the text message.

Returned, Unclaimed Account-Related Information

Unless otherwise prohibited by the laws governing your Eligible Account or Online Financial Service, this section applies if two or more separate Account-Related Information documents are returned or, in the case of electronic notifications, one or more notices are returned as undeliverable. This means we may discontinue sending Account-Related Information or electronic notifications to you until you provide a valid postal or electronic notice address to us.

Additionally, we may, at our sole option:

- destroy Account-Related Information that is sent to you and returned to us as undeliverable; or
- discontinue sending the Account-Related Information through the delivery channel generating returns and utilize an alternative delivery channel.

For example, if we are sending your Account-Related Information to you via the U.S. Postal Service, and the information is returned to us as undeliverable on two or more occasions, we may attempt to deliver the information to your E-Address, instead.

Address Changes

You agree that you will notify us immediately in the event of a change to your postal address or electronic notice address. Address changes may be initiated at your request. You may instruct us to change the postal address or electronic notice address to which we send notices or Account-Related Information concerning your account at any time.

You may update your electronic notice address information by logging in to Online Banking and clicking on "Update Profile" in the My Information drop down. Physical (postal) address changes must be made through a Bank branch or by contacting us by U.S. Mail.

Unless you instruct us otherwise, when you notify us of an address change for a specified account, we may change the postal or electronic notice address, as applicable, for all or some of your other account(s) with us.

Implementation of Notices

Except as provided by applicable law, any notice you send us will not be effective until we actually receive it and have a reasonable opportunity to act on it. If there is more than one Owner on your Eligible Account, we may send Account-Related Information to any one of them. You assume the risk of loss in the mail or otherwise in transit. Any notice or Account-Related Information we send you will be effective when mailed, sent electronically or otherwise made available to you.

Consumer Disclosures

We are required to make certain disclosures to you in writing under federal consumer protection laws, and you can agree to receive some or all of those disclosures electronically pursuant to electronic communications disclosures that we may make from time to time (eDisclosure). We agree to provide reasonable notice of changes in eDisclosures to the extent required by applicable law. Unless applicable law specifies a longer period, you agree that 15 days will be reasonable notice and that we may provide shorter notice if, in our good faith discretion, such is advisable to prevent harm or to protect us or you.

ELECTRONIC FUND TRANSFERS AND ELECTRONIC BANKING TRANSACTIONS

If your account is a Consumer Account, the terms and conditions applicable to electronic funds transfers (EFTs), including your liability for unauthorized EFTs and resolutions or errors or questions about EFTs, are set out in the Electronic Funds Transfers Disclosure in the Personal Deposit Agreement.

If your account is a Business Account, your liability for unauthorized electronic banking transactions and procedures for resolution of errors or questions about electronic banking transactions are set out in the Business Deposit Agreement.

AVAILABILITY OF SERVICES

You may access our Website 24 hours a day every day except during Website maintenance, modification, or account update periods, when unexpected problems arise such as problems with internet connections, capacity, or the like, and when we, in our sole discretion, make all or part of it unavailable. Also, some services in the Online and Mobile Service are only available on Business Days. Accordingly, even though you can request at any time that we perform a service, we cannot necessarily process it immediately, and sometimes we will wait until the appropriate Business Day to act upon some of your requests. All requests that, for any reason, are not completed on that Business Day will be completed on the next Business Day, unless some other date has been designated by a prior arrangement with you.

GENERAL PROVISIONS

Amendments to this Agreement

Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement from time to time and at any time. This may include adding new or different terms to, or removing terms from, this Agreement. If we make changes to this Agreement we will update this Agreement on the Website and we may notify you of such changes by mail or electronic message to your most recent addresses listed on our records. Within the time frames required by the effective date of the notice, we may also notify you (1) upon login to the Online and Mobile Service or (2) by providing notice on our Website if permitted by applicable law. The notice will be posted or sent at least 30 days in advance of the effective date of any additional fees, any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. By using the Online and Mobile Service when such changes become effective, you agree to be bound by the revised terms and conditions contained in this Agreement. You can decline the changes by discontinuing use of the Online and Mobile Service and notifying us of your election by phone at 1-800-324-9375, by mail at Washington Federal, Attn: Client Care Center, 425 Pike Street, Seattle, Washington 98101, or by visiting your local branch. Changes to fees or terms applicable to Eligible Accounts are governed by the agreement otherwise governing the applicable account. Except as otherwise required by law, any change to this Agreement applies only to transactions that occur, or claims that arise, after the amendment becomes effective.

Termination of this Agreement

This Agreement will be in effect from the earlier of the date of your enrollment in the Online and Mobile Service (1) at a branch, or (2) our acceptance of your enrollment submission and will be in effect at all times while you are using the Online and Mobile Service or any Online Financial Service. Unless otherwise required by applicable law, either you or we may terminate this Agreement and/or your access to any Eligible Account or Online Financial Service through the Online and Mobile Service, in whole or in part, at any time without notice. The termination of this Agreement will not terminate your obligations or our rights arising under this Agreement before such termination.

Access to an Eligible Account or Online Financial Service through the Online and Mobile Service, in whole or in part, may be suspended or reinstated by us, at our discretion, at any time. If reinstated, the then current terms of this Agreement will control. You may request reinstatement of an Eligible Account or Online Financial Service by calling Washington Federal Customer Service at 1-800-324-9375 or by visiting your local branch.

If you wish to cancel any of your Online Financial Services, contact Washington Federal Customer Service at 1-800-324-9375, by mail at Washington Federal, Attn: Client Care Center, 425 Pike Street, Seattle, Washington 98101, or by visiting your local branch

All applicable provisions of this Agreement will survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification, and the miscellaneous provisions.

Governing Law and Attorney Fees

Each of your Eligible Accounts and Online Financial Services will be governed by the laws described in the agreements you have with us regarding those Eligible Accounts or Online Financial Services (for example, your Personal Deposit Agreement). This Online and Mobile Banking Service Agreement is governed by the laws of the state of Washington, and by federal law. In any legal action or claim arising out of or relating to this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees. Subject to applicable law, you agree that any action in relation to an alleged breach of this Agreement shall be commenced within 2 years of the date of the breach, without regard to the date the breach is discovered.

Proprietary Rights

Other than your personal account information, all content included or available on the Website, such as advertisements, text graphics, logos, button icons, images, audio clips, and software, is the property of Washington Federal, and/or third parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights. The compilation (meaning the collection, arrangement, and assembly) of all content on the Website is the exclusive property of Washington Federal and/or its licensors and is protected by copyright or other intellectual property rights.

The trademarks, logos, and service marks displayed on the Website (collectively the "Trademarks") are the registered and unregistered trademarks of Washington Federal, or third parties. Under no circumstances may you use copy, alter, modify, or change these Trademarks. Nothing contained on the Website should be construed as granting by implication or otherwise any license or right to use any Trademark without our express written permission, or the express written permission of the third party that has rights to such Trademarks, as appropriate.

Entire Agreement

In combination with other Account Agreements, this Agreement represents the agreement between you and us regarding the Online and Mobile Banking Service and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the Online and Mobile Service. You may not assign this Agreement. Each of the rules, terms, and conditions set forth in this Agreement stand alone. Any term or condition contained in this Agreement which is inconsistent with the laws governing the Online and Mobile Service will be deemed to have been modified by us and applied in a manner consistent with such laws. Except as otherwise expressly provided in this Agreement, if any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be invalidated or otherwise affected.

Waiver

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

Jury Trial Waiver

EXCEPT IF PROHIBITED BY LAW, YOU AND WE AGREE THAT NEITHER YOU NOR WE SHALL (A) SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER ACTION BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY ACCOUNT OR THE DEALINGS OF THE RELATIONSHIP BETWEEN YOU OR US, OR (B) SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION WILL NOT BE SUBJECT TO EXCEPTIONS. YOU AND WE EACH ACKNOWLEDGE THAT THIS WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE.