

Online Access Agreement and Electronic Fund Transfer Act Disclosure



Agreement - This Agreement is a contract that establishes the rules that cover your electronic access to your accounts at Heritage Bank ("Bank") through Online Banking. By using Online Banking, you accept all the terms and conditions of this Agreement. Please read it carefully and keep a copy for your records.

The terms and conditions of the deposit agreements and disclosures for each of your Heritage Bank accounts as well as your other agreements with Heritage Bank such as loans continue to apply, notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable state and federal laws (except to the extent this Agreement can and do vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and Heritage Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation, or expiration of this Agreement.

Modifications to this Agreement - Heritage Bank may modify the terms and conditions applicable to Online Banking or Bill Payment from time to time. We will notify you of any changes by mail at the address shown on our account records, or by sending you an email. The revised terms and conditions will be effective at the earliest date allowed by applicable law. We reserve the right to terminate this agreement and your use of Online Banking and/or Bill Payment, in whole or in part, at any time.

Definitions - As used in this Agreement, the words "we," "our," "us," and "Bank" mean Heritage Bank. "You" and "your" refer to the accountholder authorized by Heritage Bank to use Online Banking under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through Online Banking. "Account" or "accounts" means your accounts at Heritage Bank. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your Heritage Bank accounts using Online Banking including Bill Payments, External Funds Transfer, and Popmoney. "Online Banking Services" means the services provided pursuant to this Agreement, including the Bill Payment Service. "Business days" means Monday through Friday. Holidays are not included.

Access - To use Online Banking, you must have at least one account at Heritage Bank, access to Internet service, and an active email address. Once we have received your Enrollment Form and verified your account information, we will send you confirmation of our acceptance of your enrollment. You can add or delete any of your Heritage Bank accounts from this Agreement by completing a Contact Us Form or contacting us directly at 800-455-6126. We undertake no obligation to monitor transactions through Online Banking to determine they are made on behalf of the accountholder. You have the option to withdraw your consent to electronic information without a fee, condition, or consequence in response to changes in the hardware and software requirements, should such occur.

Online Banking Services - You can use Online Banking to check the balance of your Heritage Bank accounts, view Heritage Bank account histories, transfer funds between your Heritage Bank accounts, and pay bills from your Heritage Bank accounts in the amounts and on the dates you request.

Hours of Access - You may use Online Banking 7 days a week, 24 hours a day, although some or all Online Banking services may not be available occasionally due to emergency or scheduled Online Banking maintenance. We agree to post notice of any extended periods of non-availability on the Heritage Bank website.

Your Password - You determine what password you will use and the identity of your password is not communicated to us. You accept responsibility for the confidentiality and security of your password. Upon five unsuccessful attempts to use your password, your access to Online Banking will be revoked. To reactivate your access, contact us at 800-455-6126.

To be valid, your password utilizes both upper- and lowercase alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as Social Security number, address, date of birth, or names of children, and should be memorized rather than written down.

Revision Date: 12/01/16

HeritageBankNW.com | 800.455.6126

A Community of Banks. Whidbey Island Bank & Central Valley Bank

Online Access Agreement and Electronic Fund Transfer Act Disclosure



You may change your password at any time by selecting Change Password in the User Options menu.

Security - You understand the importance of your role in preventing misuse of your accounts through Online Banking and you agree to promptly examine your paper or electronic statement for each of your Heritage Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and Social Security number. You understand personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via Online Banking is encrypted in an effort to provide transmission security and Online Banking utilizes identification technology to verify that the sender and receiver of Online Banking transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure the Online Banking system is secure, you acknowledge the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant all data transfers utilizing Online Banking, or email transmitted to and from us, will not be monitored or read by others. If you would like the added convenience of paying bills and other payments from your account, you may sign up for the Bill Payment service through Online Banking. If you would like to sign up for Bill Payment, you may do so online. If you close your Bill Payment funding account, you must contact us immediately to designate another account as your funding account or make the necessary updates to each payee menu. You agree to pay any additional reasonable charges for services you request that are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of Online Banking.

Posting of Transfers - Transfers initiated through Online Banking are posted to your account real time.

Overdrafts (Order of Payments, Transfers, and other Withdrawals) - If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, which would result in an overdraft of your account if not canceled, an overdraft charge will be assessed according to the terms of the deposit agreement for that account.

Limits on Amounts and Frequency of Online Banking Transactions - You may complete an unlimited number of transfers between checking accounts. However, due to regulations requiring us to limit pre-authorized transfers (including Online Banking transfers), the following limitations apply for savings and money market accounts:

- **Savings Accounts:** You can make no more than 6 transfers per month by preauthorized transfer, automatic transfer, telephone or online banking.
- **Money Market Accounts:** Transfers from a Money Market account or to third parties by preauthorized, automatic, telephone transfer, or online banking are limited to 6 per statement cycle with no more than 6 by check or similar order to third parties.

If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

Fees - You will be provided with our Fee Schedule at the time of account opening or when a new service is added, reflecting any changes that may be applicable.

Notice Regarding ATM Fees by Others - If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network. You may be charged a fee for a balance inquiry by the operator of the machine and/or by an automated transfer network even if you do not complete a funds transfer.

Transactions & Daily Dollar Limits

- **Debit Card** - You can use your Heritage Bank Visa debit card to pay for goods and services at locations which honor Visa debit cards up to the available balance in your account or \$1,500, whichever is less.
- **ATM Card** - You can withdraw cash using your Heritage Bank ATM card or Heritage Bank Visa debit card at any ATM up to the available balance in your account or \$500 per day, whichever is less.

Online Access Agreement and Electronic Fund Transfer Act Disclosure



Point-of-Sale (POS)

- With your Heritage Bank Visa debit card and personal identification number (PIN), you can pay for purchases up to the available balance in your account or \$1,500, whichever is less; or obtain cash up to the available balance in your account or \$500, whichever is less.
- With your Heritage Bank ATM card and PIN, you can pay for purchases or obtain cash up to the available balance in your account or \$500, whichever is less.

Direct Deposits - You may make arrangements for certain direct deposits to be accepted into your checking or savings account.

Preauthorized Withdrawals - You may make arrangements to pay certain recurring bills from your checking or savings account.

Online Banking Bill Payment Service - Online Banking Bill Payment permits you to direct payments from your designated funding account to third parties you wish to pay. All payments you make will be deducted from the account you designate as your funding account for each Bill Payee. We will automatically deduct any fee related to the service from your funding account. After completing the requested online information to establish your Bill Payment service, the process for activating your account will take approximately 3-5 business days. Through Bill Payment, you can pay bills from your funding account to businesses or individuals, up to a maximum dollar amount of \$9,999.99 per payment. All payments must be payable in U.S. dollars to a payee with an address in the United States. The service reserves the right to restrict the types of payees to whom payments may be made. You may not use Bill Payment to make payments for alimony, child support, or other court-ordered payments, or for taxes or other governmental fees. Payments to these payees will be your sole responsibility if delayed or improperly processed or credited.

Payments can only be initiated on business days. If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday, or holiday), the payment will be initiated on the next business day (typically Monday). Funds are withdrawn from your funding account approximately 3-5 business days after the scheduled pay date. Online Banking Bill Payment service will then make the payment either by transferring funds electronically to the payee or by mailing a check.

You may choose to schedule payments to recur in the same amount at regular weekly, monthly, or bi-monthly intervals (a "one-time" or "recurring" payment). If a recurring payment is chosen, the bill will be paid automatically each billing period. If the payment is not a fixed payment, it will be a one-time payment. One-time payments are not made until you enter the amount of the current bill. You may also change or skip recurring payments at any time by editing the recurring payment schedule for each payee.

Business Days - Our business days are Monday through Friday, excluding Saturdays, Sundays, and Federal Holidays.

Scheduling Online Banking Payments - When scheduling a payment through Bill Payment, each transaction date selected will show the guaranteed payment delivery date. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, we will work with the payee on your behalf to attempt to have any late fees or charges reversed.

Heritage Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this agreement.

Heritage Bank will not be liable in any way for damages you incur for the failure of the payee to correctly credit payments in a timely manner, or for any other circumstances beyond the Bank's control, such as:

- a) If you do not have sufficient funds in your Bill Payment account to make the payment on the processing date
- b) If you have closed the funding account
- c) For delays in mail delivery
- d) For changes to the payee's address or account number

Funds must be available in your Bill Payment funding account on the scheduled payment date. If your funding account does not have sufficient funds to make payment as of the date the transfer or payment is attempted or scheduled to be made, your Bill Payment profile will be blocked from all future payments until the NSF payment is resolved. An overdraft

Online Access Agreement and Electronic Fund Transfer Act Disclosure



fee will be charged for each payment. The Bank will have no obligation or liability if it does not complete a transfer or payment because there are insufficient funds in your account to process a transaction.

How to Cancel a Bill Payment - To cancel a bill payment you have scheduled through Online Banking, you must cancel the payment online via Online Banking (by following the onscreen instructions) before 7:30 p.m. (Pacific Standard Time) on the scheduled transaction date.

Stop Payment Procedures & Notice of Varying Amounts

Right to Stop Payment and Procedures for Doing So - If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Call us at 360-943-1500 or 800-455-6126, or write us at P.O. Box 9188, Tacoma, WA 98409, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may require you to put your request in writing and get it to us within 14 days after you call. Or you may come in to one of our branches and make the request in person.

Right to Stop Payment and Provision for Cancellation of Authorization - If you choose to cancel a previously authorized Electronic Funds Transfer (EFT) payment or withdrawal, you must do so in writing to the originating company prior to the to the next processing date. After authorization has been canceled with the originating company, future unauthorized payments or withdrawals may be returned by the receiving bank with written instructions from you. This request must be made within 15 days after Heritage Bank makes available to you information pertaining to the EFT transaction (statement date). A copy of the signed cancellation is required.

Notice of Varying Amounts - If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get a notice only when the payment would differ by more than a certain amount from the previous payment, or when the account would fall outside certain limits that you set.)

Liability for Failure to Stop Payment of Preauthorized Transfer - If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Disclosure of Account Information and Transfers - You understand information about your accounts or the transfers you make may automatically be disclosed to others, as allowed by law. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to Online Banking. You agree and hereby authorize all of these transfers of information.

Periodic Statements - You will get a monthly account statement from us for your checking account. You will get a monthly account statement from us for your savings accounts, unless there are no electronic transfers in a particular month. In any case, you will get a statement at least quarterly.

Change in Terms - We may change any term of this Agreement at any time. If the change would result in increased fees for any Online Banking service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the Heritage Bank website or forward it to you by email or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all the subject Online Banking Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce, or reverse charges or fees in

Revision Date: 12/01/16

HeritageBankNW.com | 800.455.6126

A Community of Banks. Whidbey Island Bank & Central Valley Bank

Online Access Agreement and Electronic Fund Transfer Act Disclosure



individual situations. You acknowledge and agree changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments - Contact us as soon as you can, if you think your paper or electronic statement is incorrect, or if you need more information about a transfer listed on your paper or electronic statement. Call us at 800-455-6126, write us at P.O. Box 9188, Tacoma, WA 98409, email us at Support@HeritageBankNW.com, or visit your local branch office. We must hear from you no later than 60 days after we sent the *first statement* upon which the problem or error appeared.

When you contact us:

- a) Tell us your name and account number.
- b) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information.
- c) Tell us the dollar amount of the suspected error.
- d) If the suspected error relates to a Bill Payment made via the Online Banking Bill Payment Service, tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount, ID number, the payee account number for the payment in question and the Bill Payment confirmation number. (This information appears on the Bill Payment/Payee Admin screen.)

If you contact us by telephone or by email, we may require you send us your complaint or question in writing by postal mail or fax within 10 business days.

We will communicate to you the results of our investigation within 10 business days (5 business days if the transfer involved a point-of-sale transaction and 20 business days if the transaction involved a new account) after you contact us and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a point-of-sale transaction, a foreign initiated transfer or new account) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (5 business days if the transfer involved a point-of-sale transaction and 20 business days if the transaction involved a new account) for the amount you think is in error, so you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and *we do not receive* it in the form of a paper writing within 10 business days, we may not provisionally credit your account.

If we decide there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents we used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your account.

* An account is considered new if the electronic transfer occurs within the first 30 days after the account is opened.

Our Liability for Failure to Make a Transfer - If we do not complete a transfer to or from your account, including a Bill Payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions.

We will NOT be liable, for instance:

- a) If, through no fault of ours, you do not have enough money in your account to make a transfer
- b) If a legal order directs us to prohibit withdrawals from the account
- c) If your account is closed, or if it has been frozen
- d) If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts
- e) If you, or anyone authorized by you, commits any fraud or violates any law or regulation
- f) If any electronic terminal, telecommunication device, or any part of the Online Banking electronic funds transfer system is not working properly and you knew about the problem when you started the transfer
- g) If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment
- h) If you have not properly followed the on-screen instructions for using Online Banking
- i) If circumstances beyond our control (such as fire, flood, interruption in telephone service, or other communication lines) prevent the transfer, despite reasonable precautions that we have taken

Revision Date: 12/01/16

HeritageBankNW.com | 800.455.6126

A Community of Banks. **Whidbey Island Bank & Central Valley Bank**

Online Access Agreement and Electronic Fund Transfer Act Disclosure



Your Liability for Unauthorized Transfers - *Contact us at once* if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. If you do not notify us, you could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). If you contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission.

If you do not contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$500.

Also, if your paper or electronic statement shows transfers you did not make, contact us at once. If you do not tell us within 60 days after the paper or electronic statement was mailed to you, you may not get back any money you lost through transactions made after the 60 day time period if we can prove we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we will extend the time periods.

Disclaimer of Warranty and Limitation of Liability - We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Online Banking Services provided to you under this Agreement. We do not and cannot warrant Online Banking will operate without errors, or any or all Online Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents, or contractors are not liable for any indirect, incidental, special, or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Online Banking, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Heritage Bank and its affiliates exceed the amounts paid by you for the services provided to you through Online Banking.

Your Right to Terminate - You may cancel your Online Banking service at any time by providing us with your name, address, the service you are discontinuing (Online Banking or Bill Payment or both), and the effective date to stop the service. Your access to Online Banking will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation. Your final charge for Bill Payment will be assessed at the end of your statement period. You may notify us by one of the methods listed below in the "Communications between Heritage Bank and You" section.

Our Right to Terminate - You agree we can terminate or limit your access to Online Banking Services for any of the following reasons:

- a) Without prior notice, if you have insufficient funds in any one of your Heritage Bank accounts; Online Banking service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- b) If you do not designate a new funding account immediately after you close your funding account
- c) If you do not use your Online Banking service for 90 days or if you apply and are approved for Online Banking but do not log in to activate the service within 30 days
- d) Upon reasonable notice, for any other reason in our sole discretion

Online Access Agreement and Electronic Fund Transfer Act Disclosure



Communications between Heritage Bank and You - Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- **Email** -You may contact us by email at **Support@HeritageBankNW.com**. *Please Note:* Heritage Banking transactions through Online Banking are not made via email nor will Heritage Bank ever ask you to provide personal or account information via email.
- **Telephone** -You may contact us by telephone at 800-455-6126.
- **Fax** - You may contact us by fax at 253-472-0931.
- **Postal Mail** -You can write to us at:
HERITAGE BANK
PO Box 9188
Tacoma WA 98409
- **In Person** -You may visit us at one of our convenient locations, which you can find by going to www.HeritageBankNW.com.

Consent to Electronic Delivery of Notices - You agree any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Heritage Bank website or by email. You agree to notify us immediately of any change in your email address.

FinanceWorks & Debit Rewards Offers - End User License Agreement

In addition to the above content, if you decide to use either FinanceWorks or the Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

License Grant and Restrictions - You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the FinanceWorks Service (the "Service") solely to manage your financial data and the purchase rewards application ("Debit Rewards Offers") to benefit from your debit card purchases.

In addition to the FinanceWorks Service and the Debit Rewards Offers, the terms "Service" and "Debit Rewards Offers" also include any other programs, tools, internet-based services, components, and any "updates" (Service maintenance, Debit Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Service or Debit Rewards Offers if and when they are made available to you by us or by our third-party vendors. Certain Service and Debit Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following:

- a) Access or attempt to access any other systems, programs, or data that are not made available for public use
- b) Copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way the material from the FinanceWorks site or from the Debit Rewards Offers program
- c) Permit any third party to benefit from the use or functionality of the Service or Debit Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement
- d) Transfer any of the rights granted to you under this license
- e) Work around any technical limitations in the Service, use any tool to enable features or functionalities that are otherwise disabled in the Service, or decompile, disassemble, or otherwise reverse engineer the Service except as otherwise permitted by applicable law
- f) Perform or attempt to perform any actions that would interfere with the proper working of the Service or Debit Rewards Offers or any services provided in connection with them, prevent access to or the use of the Service, Debit Rewards Offers or any or services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the Service
- g) Otherwise use the Service, Debit Rewards Offers, or any services provided in connection with them except as expressly allowed under this Section 1

Ownership - The Service and Debit Rewards Offers are protected by copyright, trade secret, and other intellectual property laws. You do not have any rights to the trademarks or service marks.

Online Access Agreement and Electronic Fund Transfer Act Disclosure



Your Information and Account Data with Us - You are responsible for:

- a) Maintaining the confidentiality and security of your access number(s), password(s), account number(s), login credentials, and any other security or access information, used by you to access the Service, Debit Rewards Offers, or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information")
- b) Preventing unauthorized access to or use of the information, files or data that you store or use in or with the Service, Debit Rewards Offers or any services provided in connection with them (collectively, "Account Data")

You are responsible for providing access and assigning passwords to other users, if any, under your account for the Service, Debit Rewards Offers or any services provided in connection with them, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Service, Debit Rewards Offers or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors, permission to use Licensee Access Information to enable us to provide the Service, Debit Rewards Offers, or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect, and store, or which is collected and stored on our behalf by third-party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and Online Banking Services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third-party vendors, to:

- a) Conduct database marketing and marketing program execution activities
- b) Publish summary or aggregate results relating to metrics comprised of research data from time to time
- c) Distribute or license such aggregated research data to third parties; additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

Your Information and Account Data with Other Financial Institutions - Our financial management tools allow you to view accounts you may have outside our financial institution (this is a process called "aggregation"). When you choose to use online financial services that are applicable to data you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. This data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving this consent, you are agreeing we, or a third-party vendor on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes:

- a) As pertains to the use, function, or performance of the services that you have selected
- b) As necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected
- c) For measuring downloads, acceptance, or use of the services you have selected
- d) For the security or protection of the services you have selected
- e) For the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement, or enhancement
- f) To assist us in performing our obligations to you in providing the services you have selected

If we make additional online financial services available to you that are applicable to data you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

Revision Date: 12/01/16

HeritageBankNW.com | 800.455.6126

A Community of Banks. **Whidbey Island Bank & Central Valley Bank**

Online Access Agreement and Electronic Fund Transfer Act Disclosure



If you select services offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and/or the third parties and/or merchants acting on our behalf, shall not use or keep any of your personally identifiable information.

Use, Storage and Access - We shall have the right, in our sole discretion and with reasonable notice posted on the FinanceWorks site and/or sent to your email address provided in the Registration Data, to establish or change limits concerning use of the Service and any related services, temporarily or permanently, including but not limited to:

- a) The amount of storage space you have available through the Service at any time
- b) The number of times (and the maximum duration for which) you may access the Service in a given period of time

We reserve the right to make any such changes effective immediately to maintain the security of the system or Licensee Access Information or to comply with any laws or regulations, and to provide you with electronic or written notice within 30 days after such change. You may reject changes by discontinuing use of the Service and any related services to which such changes relate. Your continued use of the Service or any related services will constitute your acceptance of and agreement to such changes. Maintenance of the Service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such Service or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

Third-Party Services - In connection with your use of the Service, Debit Rewards Offers, or any other services provided in connection with them, you may be made aware of services, products, offers, and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree the third party is responsible for the performance of the Third Party Services.

Third-Party Websites - The Service may contain or reference links to websites operated by third parties ("Third-Party Websites"). These links are provided as a convenience only. Such Third-Party Websites are not under our control. We are not responsible for the content of any Third-Party Website or any link contained in a Third-Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, and the inclusion of any link in the Service, Debit Rewards Offers, or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification, or monitoring by us of any information contained in any Third-Party Website. In no event will we be responsible for the information contained in such Third-Party Website or for your use of or inability to use such website. Access to any Third-Party Website is at your own risk, and you acknowledge and understand that linked Third-Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

Export Restrictions - You acknowledge the Service may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and you will comply with these regulations. You will not export or re-export the Service, directly or indirectly, to:

- a. Any countries that are subject to US export restrictions
- b. Any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government
- c. 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 this product may include technical data subject to export and re-export restrictions imposed by U.S. law.

Online Access Agreement and Electronic Fund Transfer Act Disclosure



Debit Rewards Offers - If you decide you wish to participate in the Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

Debit Rewards - You will earn rewards for your participation in the Debit Rewards Offers program based on total purchases. If you participate in the Debit Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Debit Rewards Offers deposit account that is associated with the Debit Rewards Offers program.

Debit Rewards Offers Account - You must use the debit card associated with the Debit Rewards Offers account in order to receive the offers that qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates, or other payment types.

Purchases must be made as indicated in the offers made available under the Debit Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Debit Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times we are unable to do so because of problems with your Internet browser, the merchant's website, or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- a) Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Debit Rewards Offers program
- b) The rewards information we provide to you, which is provided "as is" and "as available"
- c) Your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation or alteration of your account information or data, to the extent the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you, and you may also have other rights, which vary from state to state.

Online Access Agreement and Electronic Fund Transfer Act Disclosure



Welcome to Internet Bill Pay Electronic Bill Payment Authorization

I AUTHORIZE my financial institution to post payment transactions generated by phone and/or PC from the Bill Paying Service to the account indicated on the form being sent electronically. I understand I am in full control of my account and my 100% satisfaction is unconditionally guaranteed. If at any time I decide to discontinue service, I will provide written notification to my financial institution. My use of the Bill Paying Service signifies I have read and accepted all terms and conditions of the Bill Paying Service.

I UNDERSTAND payments may take up to 10 business days to reach the vendor and that they will be sent either electronically or by check. My financial institution is not liable for any service fees or late charges levied against me. I also understand I am responsible for any loss or penalty that I may incur due to lack of sufficient funds or other conditions that may prevent the withdrawal of funds from my account.