



I. Introduction

The Willamette Community Bank (Bank) Online and Mobile Banking Service Agreement and Disclosures (Agreement) provides information about important topics that you should review and understand prior to electronically signing. This Agreement is the contract which covers your and **the Bank's** rights and responsibilities concerning Electronic Services offered to you by the Bank.

Previous Agreements. If you previously signed the Willamette Community Bank Online Banking Service Agreement and Disclosures, the terms of this Agreement replace the terms of that agreement. Any delivery preferences made under that agreement remain valid and are subject to this Agreement, unless you modify your preferences.

Acceptance of Agreement. By clicking the "I Agree" button when registering for Online Banking or by using the Online or Mobile Banking services, you agree to the terms and conditions in this Agreement and any amendments. By reference, this Agreement is made part of the Willamette Community Bank Terms and Conditions of Your Account, Fee Schedules, any loan agreement, and/or any other related deposit or loan account agreements and disclosures.

II. Definitions

- **Access Credentials.** Refers to user ID, password, personal identification number (PIN), and other credentials used for accessing **the Bank's Electronic Services.**
- **Business Day.** Monday through Friday, except federal holidays.
- **By Electronic Means and Electronically.** Relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities (such as the Internet, mobile and cellular technologies, automated speech functions, electronic mail, bill pay, mobile wallet, and/or automatic payment systems).
- **Communication(s).** Transaction documents, bills, account statements, agreements, forms, correspondence, notices, disclosures, and any other communications sent to you by or on behalf of WCB.
- **Consumer Account.** An account belonging to a natural person and used primarily for personal, family, or household purposes.
- **Electronic Services.** willamettecommunitybank.com, Willamette Community Bank mobile app, Mobile Banking, Online Banking, Online bill pay, Online statements, or any other digital channel in which the Bank maintains an established presence through a service or application.
- **Eligible Accounts.** Accounts that the Bank includes in the Online or Mobile Banking display, and that are permitted to be viewed by you on a computer or Mobile Device.
- **Mobile Banking.** Any service allowing an existing Bank customer or joint account holder to access and view Eligible Accounts from a Mobile Device.
- **Mobile Device.** A cell phone, tablet, or other electronic handheld device.
- **Online Banking.** **Any activity conducted by you on Willamette Community Bank's website, including, but not limited to, bill pay and Online Banking transactions.**
- **Privacy Preferences.** The options available to you as specified in the **Bank's privacy policy and/or provided to you on the Bank's website.**
- **Service(s).** Any activity or functionality offered by Willamette Community Bank or its service providers through Online or Mobile Banking, including, but not limited to, bill pay.
- **Service Providers.** Any company the Bank has engaged to render some or all of the Services to you on its behalf.
- **We, Us, Our, Bank.** Refers to Willamette Community Bank.
- **You, Your, yourself, or I.** Refers to those who request/enroll in and use **the Bank's Electronic Services** and each signer on an account.

III. Electronic Delivery of Communications/ESIGN Consent to Use Electronic Signature and Documents

THIS DISCLOSURE CONTAINS IMPORTANT INFORMATION THAT YOU ARE ENTITLED TO RECEIVE BEFORE YOU CONSENT TO RECEIVE ELECTRONIC DISCLOSURES AND TO TRANSACT BUSINESS WITH THE BANK ELECTRONICALLY VIA ONLINE OR MOBILE BANKING.

THIS AGREEMENT SERVES TO (A) OBTAIN YOUR AFFIRMATIVE CONSENT TO RECEIVE CERTAIN CONSUMER DISCLOSURES REQUIRED BY LAW IN ELECTRONIC FORM AND TO PROVIDE YOU WITH A CLEAR AND CONSPICUOUS STATEMENT ABOUT YOUR RIGHTS REGARDING THE RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES PURSUANT TO FEDERAL LAW; AND (B) PRESENT YOU WITH THE REQUIRED CONSUMER DISCLOSURES FOR ONLINE BANKING SERVICES. BY CLICKING **THE "I AGREE" BUTTON YOU AFFIRMATIVELY CONSENT TO RECEIVE SUCH DISCLOSURES IN ELECTRONIC FORM AND AGREE TO THE TERMS OF THIS AGREEMENT.**

In addition, if you opt to or have opted to receive electronic delivery of account statements (by signing up for the eStatement service), then as of the time you consent/consented to receive eStatements the following terms will apply: 1) you understand and agree that any and all notices, changes in terms, disclosures, and communications regarding your account and statements, including this Agreement,

may be made electronically and 2) your ongoing consent to receive electronic delivery only of account statements is voluntary and may be withdrawn at any time upon notice to the Bank.

1. Access to paper copies. The documents provided to you electronically will not be sent to you in paper form unless you contact the Bank and request a paper copy of a document. You may request a paper copy of a document the Bank delivered to you electronically at any time. Except for statement and check copies, there are currently no fees, penalties, or restrictions for requesting a paper copy of any account document you received electronically. **Any fees or consequences are disclosed in the Bank's Fee Schedules or your account or loan agreement.** You should review any product specific agreements for any electronic document requirements, charges, or conditions applicable to the product before requesting a paper copy of a document.

2. Contacting the Bank. You may contact the Bank as set forth in the [Contact Us](#) section (section IV. 16.), below.

3. Your Contact Information and Notifications to the Bank. You must promptly notify the Bank of any change in your email or other electronic address. You can update your information by contacting us as set forth in the [Contact Us](#) section (section IV. 16.), below. Sometimes the law, **or the Bank's agreement(s) with you, require you to give the Bank a written notice. You must still provide** these notices to the Bank on paper, unless the Bank specifically tells you in another Communication how you may deliver that notice to the Bank electronically.

4. Hardware and software requirements. To access and retain electronic Communications you need a computer or Mobile Device with access to the Internet and an up-to-date version of a web browser the Bank supports; the ability to download or print Communications; an active email address; and a current version of a PDF reader (and/or a mobile version if using a Mobile Device). If you agree to receive an electronic Communication delivered to a personal mobile or handheld device, you will need the device and a service plan that enables you to view such messages. You may also need a specific software application intended for your particular device. If the Bank changes the hardware or software requirements described below, the Bank will notify you of the revised hardware or software requirements and you will have an opportunity to have paper delivery. Continuing to use Electronic Services after notice of a change will be considered reaffirmation of your consent to receive electronic Communications from the Bank.

Minimum hardware and software requirements are:

- Operating Systems: Windows 7 or above; Mac OSX or above
- Browsers: Internet Explorer 9 or above (Windows only); Safari latest version (Mac OS only); Google Chrome latest version. Other browsers **may work on the Bank's site, but there may be some viewing and/or functionality limitations.**
- Mobile Operating Systems: Apple iOS 9.0 or above; Android 5.0 or above.
- PDF Reader: Adobe Acrobat Reader (latest version) or similar software capable of viewing and/or printing PDF files.
- Enabled Security Setting: Allow per session cookies.

5. Agreement to Receive Communications in Electronic Form. By agreeing to this ESIGN Disclosure, you are confirming that you have the required hardware and software noted in this Agreement, that you have the ability to receive and view Communications electronically, that you have an active email account, and are consenting to receive Communications electronically including, but not limited to, the following documents and notices: account related disclosures covered under the Truth in Savings Act, Truth in Lending Act, Fair Credit Reporting Act, Electronic Fund Transfer Act, and any other current or future federal and state regulations, laws, statutes, and/or rules that may be enacted or amended; **the Bank's privacy** notices; change in terms notifications; and any other Bank Communications. All documents the Bank provides to you in electronic form will be in lieu of having them provided to you in paper form and will be provided by access to a website, email, mobile application, or other reasonable means. You should print a copy of each document, read it carefully, and retain it for future reference. This Agreement does not change how the Bank delivers Communications not covered by this Agreement. Your consent remains in effect until you give us notice that you are withdrawing it.

6. Withdrawal of consent. If you decide that you do not want to continue receiving electronic Communications, you may withdraw your consent at any time by visiting a Bank branch or contacting the Bank by telephone or in writing as set forth in the [Contact Us](#) section (section IV. 16.), below. Any withdrawal of consent to receive disclosures and notices electronically will be effective only after the Bank has had a reasonable period of time (generally up to three (3) business days) to process your request. Please note that withdrawing your consent to receive any change in terms notices or notices related to any activities or transactions you conduct through Electronic Services may result in termination of your access to Electronic Services.

IV. General Online Banking, Mobile Banking, Bill Pay, and Other Electronic Services Terms and Conditions

1. Online and Mobile Banking services. Upon approval, you may use your personal computer or handheld device to access your accounts. You must use your user ID and password to access your accounts. Electronic Services are accessible seven (7) days a week, twenty-four (24) hours a day except during periodic scheduled maintenance periods and short daily update periods. You will need a personal computer or handheld device and access to the Internet or cellular service. You are responsible for the installation, maintenance, and operation of your computer or handheld device and for ensuring you know how to use Online Banking and the Mobile Banking Application (App).

The Bank will not be responsible for any errors or failures involving any telephone or cable Internet service, software installation, or malfunctions of your home or work computer or handheld device and any related equipment. You may experience technical or other difficulties related to the use of the Online and Mobile Banking service that results in the loss of data, personalization settings, or other

service interruptions. The Bank assumes no responsibility for the timeliness, deletion, misdelivery, service interruptions, or failure to store any user data, communications, or personalization settings in connection with your use of the Online or Mobile Banking service.

2. Use of Electronic Services. **You will use the Bank's Electronic Services only for your personal, noncommercial**, use unless you and the Bank have agreed otherwise in writing. Use relating to accounts with the Bank in the name of your business is considered personal use.

3. Your Contact Information. You may not intentionally provide any false information when you register **for the Bank's Electronic Services, apply for products or services from the Bank, post comments within the Bank's electronic footprint, or provide information** to the Bank. You agree to keep your contact information up to date and accurate.

4. Minors. **The Bank's** Electronic Services are designed for use by adults and contain no content directed specifically toward children under age 13. However, any account owner, including those under age 13, may access Online or Mobile Banking services. By using Online or Mobile Banking services, you understand that any information collected during an Online or Mobile Banking session is strictly used to complete a requested account transaction or is required to be collected by law in order for you to be an account owner.

5. Delegated Access. You may grant another person access to use Online or Mobile Banking on your behalf. You are responsible for their actions. If you authorize another person to act on your behalf through a valid Power of Attorney or other delegation acceptable to the Bank, we may grant that person access to Online or Mobile Banking to view information and conduct transactions within your accounts until you notify us that you have revoked these access rights. You are responsible for the actions of your delegate or attorney-in-fact while accessing Online or Mobile Banking. If you access Online or Mobile Banking on behalf of someone else, you represent that you are specifically authorized to do so.

6. Types of Available Transfers Using Online and Mobile Banking. Transfers using Online and Mobile Banking may be made in accordance with the rules of the relevant accounts. You may:

- View balances and track recent activity for your accounts.
- Make transfers between your savings, checking, and money market accounts.
- Make transfers from your checking accounts to make some Willamette Community Bank loan payments.
- Make bill payments directly from your checking account in the amount and on the day you request, using our bill pay service.
- Deposit funds via our Mobile Banking App, subject to certain limitations (see the [Mobile Deposit](#) section (section 9.), below).

We may add new capabilities or features to our Online and Mobile Banking, which will be subject to the terms governing the relevant accounts. Transactions involving your deposit or loan accounts will be subject to the terms of their respective agreements and disclosures, as applicable.

7. Service Limitations. The following limitations to Electronic Services transactions may apply:

- a. Transfers in General. You may transfer or withdraw up to the available balance in your account, except as limited under this Agreement or agreements for your other Bank services. Balances shown in Online or Mobile Banking may include deposits subject to verification by us and may not include deposits in progress, outstanding checks, or other withdrawals or charges. The Bank reserves the right to refuse any transaction, including but not limited to, those that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.
- b. Cut Off Time for Online Banking Transfers. Transfer requests made after 5:00 pm Pacific Time may not be processed and available until the next business day.
- c. Transfers from Savings or Money Market Accounts. There is no limit on the number of transfers from your savings or money market account if they are made in person, by automatic teller machine (ATM), or by mail, or as a distribution of your direct deposit. However, under federal regulations, transfers or withdrawals from a money market or savings account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer or mobile transfer, or by check, draft, debit card or similar order to a third party, are limited to six (6) per month.
- d. Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM deposit transactions and our Funds Availability Policy.
- e. Email. The Bank may not immediately receive email communications that you send and the Bank will not take action based on email requests until the Bank actually receives your message and has a reasonable opportunity to act. We reserve the right to require any stop payment notices to be put in writing and we may refuse to send certain information through unsecure email communications. If you need to contact the Bank immediately regarding an unauthorized transaction or stop payment request, you may call the Bank at the telephone number set forth in the [Contact Us](#) section (section 16.), below.

8. Bill Pay. When you enroll in the Online Banking Service and you have an eligible checking account with us, you are automatically enrolled in our Bill Pay service. Bill Pay allows you to make U.S. dollar payments from your checking account (Payment Account) to payees with U.S. addresses. A payee is any person or business you are paying. When you access Bill Pay for the first time, you will be required to agree to the Terms and Conditions of the Bill Payment Service, which are in addition to, and considered to be a part of this Agreement.

9. Mobile Deposit. Mobile Deposited funds are subject to, but not limited to, the following:

- a. Funds Availability. **Mobile deposited funds will be available in accordance with the Bank's Funds Availability Policy, as amended from time to time, which is incorporated herein by reference.** You agree that imaging and transmitting alone does not

constitute receipt by the Bank. Also, acknowledgement or receipt or delivery does not constitute an acknowledgement by the Bank that the transmission of a check or item does not contain errors or that funds will be available. Mobile deposited checks are not received by the Bank until we have provided credit to your account. Checks will generally be credited the same business day. However, credit may take up to two (2) business days. Checks mobile deposited after 4:30 pm Pacific Time may not be processed until the following business day. Keep in mind that if your account at the Bank has been open for less than thirty (30) days, the entire check amount may be held for seven (7) business days.

b. Acceptance. The Bank, in its sole discretion, may refuse to accept mobile deposited checks from you.

c. Service Disruption. You understand that mobile deposit availability is at all times conditioned upon the corresponding operation and availability of the communication systems used in communicating your instructions to the Bank. In the event that mobile deposit is interrupted or otherwise unavailable, you may deposit checks in-person at a Bank branch, night drop, automated teller machine, or by any other contractually acceptable method.

d. Eligible Deposits. You agree that you will only mobile deposit checks drawn on financial institutions within the U.S., excluding its territories, and payable to you. **These include personal, corporate/business, Cashier's, and government checks; money orders; and traveler's checks.**

e. Ineligible Deposits. You agree not to deposit, or attempt to deposit, or allow others, either directly or indirectly, to deposit by any means any check: 1) payable to any person or entity other than you even if they have endorsed it over to you; 2) payable to more than one party; 3) which is a substitute check, the original of which has already been presented for deposit via mobile deposit; 4) which is an image of a check that has already been deposited as an original or substitute check; 5) which is an original check that has already been presented for deposit via mobile deposit or any similar service; 6) you should know, know, or suspect to be fraudulent (**i.e. bears a forged drawer's signature, is altered, or is otherwise unauthorized**); 7) that is dated more than six (6) months before the date of deposit (stale-dated) or dated after the date of deposit (post-dated); 8) not payable in U.S. currency; 9) payable through, but not payable at, a U.S. financial institution; 10) drawn on your own account at the Bank; 11) intended to make **loan payments**; 12) marked "non-negotiable"; 13) **previously deposited and returned**; 14) **bearing a qualified or conditional endorsement, except those marked "for deposit only"**; 15) that is a **starter or counter check**; 16) **American Express Gift Cheques**; 17) U.S. Savings Bonds; 17) that requires authorization (i.e. COMCHEKS or Rapid Drafts); and 18) the Bank deems to be ineligible due to its inability to be submitted through the electronic clearing process. In the event you or any third party makes or attempts to make a deposit in violation of this subsection you agree to defend, indemnify, and hold Bank and its agents harmless from and against all liability, damage, and loss arising out of any claims, suits, or demands brought by third parties with respect to any such original or substitute check.

f. Imaging. You are solely responsible for imaging deposited items, accessing mobile deposit, and for maintaining your imaging equipment. The Bank is not responsible for providing or servicing any equipment for you. You agree that each check you mobile deposit will meet the image quality standards as directed. You further agree that you, and not the Bank, are responsible for the processing and handling of any original item which is imaged and mobile deposited and you assume all liability to the drawer of any imaged item **or arising from the Bank's printing of any substitute check from those images.**

g. Check Retention and Destruction. You agree that all checks belong to you and not the Bank. Your mobile deposit is subject to proof and verification. You will retain the original check for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case less than sixty (60) or more than ninety (90) days from the date processed. During the period that you maintain an original check, you understand and agree that you must use a high degree of care to protect them against security risks, such as theft or reproduction for purposes of presentment for deposit and unauthorized use of information derived from them. It is your responsibility to properly destroy and dispose of original checks in a manner that makes them no longer readable or capable of being reconstructed.

h. Financial Responsibility. You understand that you remain solely responsible for any and all financial risks, including without limitation, insufficient funds associated with any mobile deposited check. You agree that the aggregate amount of any returned item or items deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by the Bank from any other deposit accounts with the Bank in its sole discretion.

i. Exception Items. When we review and process your electronic file, we may reject any electronic image that we determine to be ineligible for mobile deposit (see section e., Ineligible Deposits, above), including but not limited to those that are illegible or unreadable. You agree that even if we do not identify an ineligible item, the electronic item may nevertheless be returned to the **Bank by the paying bank. The Bank's failure to identify an ineligible item shall not preclude or limit your obligations to the Bank.**

10. Mobile Banking Mobile App (App) License Agreement. Subject to your compliance with this Agreement, you are hereby granted a personal, limited, nontransferable, non-exclusive, non-sub-licensable, and non-assignable license (License) to download, install and use the App on your handheld device within the United States and its territories. In the event that you obtain a new or different handheld device, you will be required to download and install the App to that new or different handheld device. This License shall be deemed revoked immediately upon: (a) your termination of Mobile Banking in accordance with this Agreement; (b) your deletion of the App from your handheld device; or (c) our written notice to you at any time with or without cause. If this License is revoked for any of the foregoing reasons, you agree to promptly delete the App from your handheld device.

11. Third-Party Beneficiary. You agree that our Service Providers (including any provider of software) may rely upon your agreements and representations in this Agreement, and such Service Providers are, for the purposes of those sections, third-party beneficiaries to this Agreement, with the power to enforce these provisions against you, as applicable.

12. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate us and/or our Service Providers from any and all third-party claims, liability, damages, expenses, and costs (including but not limited to,

reasonable attorney's fees) caused by, or arising from, your improper use of the App or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

13. Protecting Your Password and Ensuring the Security of Your Device. By requesting and accessing Online and Mobile Banking, you agree to accept responsibility for safeguarding and protecting your password, PIN, or any other credentials used to access Online or Mobile Banking. You should memorize your password and not write it down. In addition, we recommend that you: 1) do not use your telephone number, birthdate, account number, or any other easily obtained information and 2) change your password regularly.

You agree not to give or make available your Electronic Services Access Credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials or allowed to use your Online or Mobile Banking service. If you authorize anyone to use your Electronic Services Access Credentials that authority shall continue until you specifically revoke such authority by notifying the Bank.

In order to help prevent unauthorized transactions on Online and Mobile Banking, you also agree to ensure the security of the personal computer (PC) you own and/or use to access Online Banking, and of any Mobile Device you use to access Mobile Banking. By securing the PC you own and/or use, we specifically mean installing antivirus software, a firewall, and spyware detection software on your PC, and keeping this security software current, or verifying that such security software has been installed and is current. Similar requirements apply to any Mobile Device you use to access Mobile Banking.

You also agree that the Bank may revoke Online or Mobile Banking if unauthorized Online or Mobile Banking occurs as a result of your negligence in safeguarding your Electronic Services Access Credentials, or as a result of your negligence in ensuring the security of the PC you own and/or use to access the **Bank's** Online Banking service, as described above, or of the Mobile Device used to access Mobile Banking. **We may terminate or suspend your online access with or without notice to protect your interest or the Bank's interests.**

At its discretion, the Bank may modify its security requirements and/or its process to allow you to continue to access your accounts and/or execute transactions against them. Such modifications may include the use of additional credentials beyond user ID, Password and PIN, such as, without limitation, your required use of secure tokens or other enhanced security procedures.

14. Unauthorized Transfers—Consumer Liability. Tell us at once if you believe your Electronic Services Access Credentials have been lost or stolen, or that someone may attempt to use your Online or Mobile Banking service without your consent or has transferred money without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. For Online and Mobile Banking transactions, if you tell us within two (2) business days after you learn of the loss or theft of your Access Credentials, you can lose no more than \$50 if someone used your Access Credentials without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Access Credentials, and we can prove we could have stopped someone from using your Access Credentials without your permission if you had told us, you could lose as much as \$500 or more. Also, if your periodic statement shows Online or Mobile Banking transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period. If you believe that your Access Credentials have been lost or stolen, or that someone has or may attempt to transfer money from your account without your permission, call or write us at the address or telephone numbers listed in the [Contact Us](#) section (section 16.), below.

15. Error Resolution Notice. *In Case of Errors or Questions About Your Online or Mobile Banking Transactions*, call or write us at the telephone numbers or address listed in the [Contact Us](#) section (section 16.), below, as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem or error appeared.

- Tell us your name and account number, if any.
- Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

Applicable consumer accounts only: If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days (twenty (20) business days if the transaction involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days if the transaction involved a new account, point-of-sale transaction, or was foreign-initiated) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days if the transaction involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. An account is considered a new account for thirty (30) days after the first deposit is made, if you are a new customer. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

16. Contact Us. You can telephone the Bank at: (541) 926-9000 (Albany branch), (541) 258-7416 (Lebanon branch), or (503) 468-5558 (Salem branch). Send written correspondence to: Willamette Community Bank, 333 Lyon Street SE, Albany, Oregon 97321 or P.O.

Box 927, Albany, Oregon 97321.

17. **Periodic Statements.** Unless you have signed up to receive your statements electronically (eStatements), you will receive a paper monthly account statement (unless there are no electronic funds transfers in a particular month, in which case you will receive a statement at least quarterly). Additionally, you can view all your account transaction activity through Online and Mobile Banking. EStatements requires a separate signup within Online Banking and has its own agreement and disclosures, which are considered to be a part of this Agreement.

18. **Fees and Charges.** The Bank does not charge for its Online or Mobile Banking services. However, your Internet or cellular service provider's data rates may apply. **Fees and charges for other services available through Online or Mobile Banking are shown in the Bank's Fee Schedules.** These fees may change from time to time. If they do, or if the Bank institutes a charge for Online or Mobile Banking in the future, we will notify you, as required by law.

19. **Limitation of Liability for Failure to Make Transfers.** The Bank will use reasonable efforts to complete all your transfers properly. If we do not complete a transfer to or from your consumer account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance, if:

- Through no fault of ours, you do not have enough money in your account to make the transfer;
- If the transfer would go over the credit limit on your overdraft line;
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- If circumstances beyond our control (such as, but not limited to, fire, flood, power failure, telecommunications outages, or failure of paying agency to deliver direct deposit payment data) prevent the transfer, despite reasonable precautions that we have taken;
- You have exceeded the federally allowed number of certain types of transactions from your savings or money market accounts (see section IV, sub-section 7, Service Limitations);
- You used the wrong Access Credentials or did not properly follow any applicable user instructions;
- Your computer or handheld device fails or malfunctions or the Online or Mobile Banking service was not properly working and such problem was or should have been apparent when you attempted the transaction;
- The funds in your account are subject to legal process, such as garnishment or attachment;
- The account is subject to a pledge or security agreement;
- You have not provided complete, correct, or current information so the Bank can process a transaction; or
- Other exceptions as established by the Bank.

20. **Disclosure of Account Information to Third Parties.** It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make: 1) where it is necessary for completing transactions; 2) in order to verify the existence or condition of your account to a third party, such as a credit bureau, merchant, or biller; 3) in order to comply with a government agency or court order; 4) if you give us your written permission; 5) where it is necessary for activating additional services; 6) if we return checks on your account drawn on non-sufficient funds or if we are unable to complete an electronic transfer because of non-sufficient funds; or 7) in accordance with the Bank's privacy policy, which you can find on www.willamettecommunitybank.com.

21. **Governing Law and Forum for Disputes.** **Use of the Bank's Electronic Services and this Agreement shall be governed by and construed in accordance with the laws of the state of Oregon, without regard to any conflicts of laws provisions, unless otherwise specified in another applicable account agreement.** To the extent that the terms of this Agreement conflict with applicable state or federal law, or the rules of any funds transfer system used by the Bank, such state or federal law or the funds transfer system rules shall replace such conflicting terms only to the extent required by law or the funds transfer system rules. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

Unless we state otherwise in another agreement you have with us governing your account(s), you agree that any claim or dispute you may have against us must be resolved by a court located in Linn County Oregon. You agree to submit to the personal jurisdiction of such court for the purpose of litigating all claims or disputes. Unless otherwise barred by law, both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective affiliates under this Agreement.

22. **Unauthorized Use.** Access to, and use of, the **Bank's** Online and Mobile Banking Service is subject to all applicable federal, state, and local laws and regulations. Unauthorized use of the Online and Mobile Banking Service or information accessed via the Online and Mobile Banking service(s) is strictly prohibited. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse-engineer or reverse-compile any Electronic Services technology, including but not limited to, any software or other mobile applications associated with the Electronic Services.

23. **Links and Frames.** Links to other sites may be provided, on the portion of our website through which Electronic Services are offered, for your convenience. By providing these links, we are not endorsing, sponsoring, or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services, or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of our web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in sites listed in any search results or otherwise linked to the **site**. **For example, if you "click" on a search result, your "click" may take you off the Bank's website.** These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you

may find inappropriate or offensive. You may not link to any pages of our website without our express written permission. You also may **not “frame” material on our** website without our express written permission. We reserve the right to disable links from any third-party sites to our website.

24. Complete Agreement and Inconsistencies. In the event of a dispute regarding this Agreement and the services offered through Online and Mobile Banking, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to these services and the portion of **the Bank’s website** or mobile App through which these services are offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If there is a conflict between the terms of this Agreement and something stated by an employee, contractor, or Service Provider of ours, the terms of the Agreement will prevail. In the event of a conflict between this Agreement and an account agreement, the account agreement shall control.

25. Headings. The section and sub-section headings are for convenience only and shall not control or be used in interpreting the terms of this Agreement.

26. Severability. If any provision of this Agreement is held to be invalid, unenforceable, or unlawful, such provision shall be struck and the remaining provisions shall remain valid and in effect. Any terms that by their nature should survive, will survive the termination of this Agreement.

27. Waivers. We shall not be deemed to have waived any rights or remedies hereunder, unless such waiver is in writing and signed by one of our authorized representatives. Any delay or omission by the Bank in exercising any rights or remedies under this Agreement shall not be construed as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

28. Survival. Certain provisions of this Agreement, by their nature, shall continue in full force and effect after termination, including, but not limited to, authorizations you have granted and as set forth in the [Disclaimer of Warranties and Limitations of Liability](#) section (section 39), below.

29. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement to any party, person, or entity without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

30. Amendments. We may amend this Agreement and any applicable fees and charges for these services at any time by, providing notice to you, where required by law. The revised version will be effective on the effective date as expressly stated in the revision. Any use of the services after a notice of change will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade, or enhance these services and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of these services, and/or related applications and material, and limit access to only the **services’ more recent revisions, updates, upgrades, or enhancements**. These changes may not apply to disputes that arise prior to the effective date of the change, as required by law.

31. Service Cancellation, Termination, or Suspension. If you wish to cancel any Electronic Service, you may contact us as set forth in section IV, sub-section 16, Contact Us. Any payment(s) that has/have begun processing before the requested cancellation date will be processed by us unless otherwise stated. All scheduled payments (including recurring payments) will not be processed once the service is canceled. You agree that we may terminate or suspend your use of any Service at any time and for any reason or no reason. Any payment(s) that we have already processed before the termination or suspension date will be completed by us. All scheduled payments (including recurring payments) will not be processed once Service is terminated or suspended. Neither termination nor suspension shall affect your liability or obligations under this Agreement. The Bank reserves the right to revoke or refuse Online or Mobile Banking Services. We may cancel your Online or Mobile Banking Services at any time with or without written notice to you. For example (and not excluding other examples): 1) if you do not provide us with your current mailing address and email address, we may cancel your Services until you provide us with your current addresses or 2) you have not accessed your accounts via Online or Mobile Banking during any six (6) month period.

32. User Conduct and Access. **You agree not to use the Bank’s Electronic Services or the content or information delivered through** the Electronic Services in any way that would: 1) infringe any third party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Mobile App; 2) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to, use of Electronic Services to impersonate another person or entity; 3) violate any law, statute, ordinance, or regulation (including but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); 4) be false, misleading, or inaccurate; 5) create liability for us or our affiliates or Service Providers, or cause us to lose (in whole or in part) the services of any of our Service Providers; 6) be defamatory, trade-libelous, unlawfully threatening, or unlawfully harassing; 7) potentially be perceived as illegal, offensive, or objectionable; 8) interfere with, damage, overburden, or disrupt computer equipment and networks connected to the Electronic Services; 9) interfere with, or disrupt the use of, the Electronic Services by any other user; or 10) use the Electronic Services in such a manner as to gain unauthorized entry or access to the computer systems of the Bank or others.

33. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend, or limit your access to, or use of, **the Bank's** Online and Mobile Banking Services; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our Services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement and/or access to the **Bank's Electronic Services** for any reason or no reason and at any time. The remedies contained in this paragraph are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

34. Indemnification. You agree to defend, indemnify, and hold harmless us and our affiliates and Service Providers and their affiliates and the employees and contractors of each of these, from any loss, damage, claim, or demand (including **attorneys' fees**) made or incurred by any third-party due to or arising out of your breach of this Agreement, your use of the **Bank's** Mobile App or website, and/or the services offered through Online or Mobile Banking.

35. Release. You release us and our affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands, and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the **Bank's Electronic Services**.

36. Relationship to Other Agreements. You agree that when you use Online and Mobile Banking Services, you will remain subject to the terms and conditions of all your existing agreements with the Bank and any service provider of yours (e.g. Verizon, Sprint, T-Mobile, Comcast, etc.), and that this Agreement does not amend or supersede any of those agreements. You acknowledge that Internet and wireless service providers and/or wireless carriers may assess fees, limitations, and/or restrictions which might impact your use of Online or Mobile Banking (for example, your wireless carrier or provider may impose data usage or text charges for your use of, or interaction with, Mobile Banking, including downloading the Mobile App (software) or other use of your handheld device when using the Mobile App or other products and services provided by Mobile Banking). You agree that you are solely responsible for all such fees, limitations, and restrictions. You agree that only your Internet or wireless service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with them, without involving the Bank. You also agree that if you have any problems with Mobile Banking, you will contact the Bank directly.

37. Intellectual Property. All marks and logos related to the **Bank's Electronic Services** are either trademarks or registered trademarks of us or our Service Providers. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our Service Providers. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service Providers or display them in any manner that implies our affiliation, sponsorship, or endorsement. All right, title, and interest in and to the **Bank's Electronic Services**, the technology related to these services, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our Service Providers. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding our Electronic Services or by other means shall be considered an uncompensated contribution of intellectual property to us and our Service Providers, shall also be deemed our and our Service Providers' **exclusive intellectual property**, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our Service Providers a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from, and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "**moral rights**" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

38. Third Party Practices. **The Bank's Electronic Services may contain links to other Internet sites that are not maintained by the Bank.** Unless otherwise stated, the Bank makes no warranties or representations regarding these websites or the products or services offered on them. The Bank does not control the privacy or security practices of third parties, or the locations where they process data. You should read the privacy and security policies of the other sites, as their practices may differ from ours.

39. Disclaimer of Warranties and Limitations of Liability. **Willamette Community Bank's Electronic Services** and related documentation are provided on an 'as is' and 'as available' basis 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. The Bank does not guarantee continuous, uninterrupted, or secure access to any part of our Electronic Services and they may be interfered with by numerous factors outside our control. The Bank will not be liable to you or anyone else for damages of any kind arising from the use of or inability to use these services, or circumstances beyond its control, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, even if the Bank is expressly advised of the possibility of such damages. In addition, the Bank is not liable for any loss or damage arising from 1) your failure to comply with this Agreement; 2) your failure to access, download, save or print documents; 3) problems or technical failures with your equipment; and 4) any errors or delays in communication or transmission lines. Some states do not allow limitations on warranties or certain damages. Therefore, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

40. Agreement and consent. By **clicking the "I Agree"** button you are indicating you: 1) have read and consent to the Agreement above and 2) authorize the Bank to issue you a temporary password which you understand you will be required to change the first time you log into Online Banking.

You may print a copy of these disclosures by logging into Online Banking and clicking the appropriate link or you may request a printed copy be mailed to you by contacting the Bank as set forth in the [Contact Us](#) section (section 16.), above.