

Commercial Mobile Banking End User Terms

DEFINITIONS

Unless otherwise noted with respect to specific Services, the following terms shall have the following meanings:

“Account” means a checking, savings, money market, certificate of deposit or loan account with Columbia.

“Agent” means any director, officer, employee, representative, affiliate, third-party vendor or any other person acting on behalf of the Customer with actual, implied or apparent authority of Customer. Columbia may rely on any grant of authority until it receives written notice of its revocation and is given a reasonable amount of time to act upon such notice.

“Authorized Users” means each person(s) authorized (through a document or online instruction of a format required by Columbia for such authorization purpose) to act as the Customer’s Agent regarding the applicable Services, as well as each person who Columbia in good faith believes is such an Agent.

“Business Day” means any day on which we are open for business (generally, Monday through Friday, excluding Federal Reserve holidays).

“Customer”, **“you”** and **“your(s)”** mean, individually and collectively, as applicable, the person or business entity (and any parent company, subsidiary or affiliate of the same) and any authorized representatives, signers, and/or users on the Account(s) listed on Online Banking, that applies to use Mobile Banking for whom Columbia provides such Services and each person who uses Mobile Banking with your authorization or with respect to whom you create circumstances that have the effect of granting them access to such Services. By electing to use Mobile Banking, you agree to be bound by these End User Terms, both on your behalf and, if applicable, on behalf of your business as its representatives, signers, and users.

“Mobile Banking” means a service that allows you to use a Mobile Device (including, but not limited to, an Android™ phone or an iPhone®) to access Columbia’s Online Banking, including, but not limited to, through a mobile app.

“Mobile Deposit” means use of a mobile app to remotely deposit checks into a deposit account at Columbia using the Services and a camera on a Mobile Device to image the check.

“Mobile Device” means a mobile device, including, but not limited to, a mobile phone, personal digital assistant, or tablet.

“Online Banking” means Columbia’s Commercial Online Banking services, including, but not limited to, Bill Pay Service (Bill Pay).

“Service(s)” means Columbia’s Mobile Banking including, but not limited to, Mobile Deposit and/or Bill Pay Service (Bill Pay).

“We,” “us,” and “our,” mean Columbia Bank.

1. Fees for Services are separate and apart from any charges that may be assessed by your wireless provider. Your wireless provider’s standard rates apply to Internet access, including, but not limited to, messaging rates that may apply to SMS usage. We do not charge for content; however, downloading content may incur additional charges from your wireless provider. Please contact your wireless provider for information about your Internet access and messaging plans. Your wireless provider may impose Internet access, message and/or charge limitations that are outside of our control, for using this service on your account. All such charges are billed by and payable to your wireless provider. You are responsible for any charges from your wireless provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions of your wireless provider.
2. Services are provided by Columbia and not by any other third party and may be powered by a Licensor’s mobile technology solution. You are solely responsible for the content transmitted through the messages sent to and from us. You must provide source indication in any messages you send (e.g., mobile telephone number, “From” field in text message, etc.).
3. To enroll in Services, you must also be a Commercial Online Banking subscriber. You acknowledge that you have read and agreed to the Treasury Management Services Agreement and the associated Treasury Management Services Terms and Conditions (collectively, “TMS Agreement” or “Agreement”) which apply to these End User Terms. You also acknowledge and agree to these End User Terms which supplement, and do not supersede, the TMS Agreement when you enroll in the Services. For example, you acknowledge that any and all warranty or other disclaimers, limitations of liability, and indemnifications in these End User Terms are in addition to any and all disclaimers, limitations of liability, and indemnifications in the TMS Agreement.
4. We are not responsible or liable for the acts, omissions, systems or services provided by the Licensor or any of the provisions of the End User Terms that are the responsibility of the Licensor.
5. Not all the Online Banking services or the functionality on the Online Banking website are available when you use a Mobile Device, and Mobile Banking functionality available to you may vary based on the Mobile Device you use or other factors. For those Online Banking services available through your Mobile Device, the Online Banking services may use different terminology and appear in different formats when viewed



- through your Mobile Device. You may be required to follow different instructions to access Online Banking services through your Mobile Device. Processing of payment and transfer instructions may take longer through Mobile Banking.
6. You represent that you are the owner or authorized user of the Mobile Device you use to receive our Mobile Banking services, and that you are authorized to approve the applicable charges. You agree that we may send messages through your wireless provider to you and that your wireless provider is acting as your agent when sending and receiving messages. We may use the telephone or mobile phone number, email address or other delivery location we have in our records for you or other such information as you may provide to us to contact you for Mobile Banking.
 7. **Warranty Disclaimer.** We will not be liable for any delays or failures in your ability to access our Services or in your transmission or receipt of any text or other messages, as access and messaging are subject to effective transmission from your network provider and processing by your Mobile Device, as well as delays and interruptions in the Internet. Services are provided on an AS IS, AS AVAILABLE BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICES WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICES WILL BE UNINTERRUPTED. YOUR USE OF THE SERVICES AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES RESULTING FROM THEIR USE.
 8. You understand and agree that Mobile Banking messages may not be encrypted and may contain personal or confidential information about you, such as, your mobile phone number, your wireless providers name, and the date, time, and content of any Mobile Banking messages, including, but not limited to, account activity and status of your Accounts and other information that you or we may provide. We may use this information to contact you and to provide the Services and to otherwise operate, develop and improve the Mobile Banking services. Your wireless provider and other service providers may also collect data from your Mobile Banking usage, and their practices are governed by their own policies. We are not responsible or liable for the acts or policies of such service providers. We reserve the right to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property, or otherwise as required or permitted by our agreement(s) with you and our policies and procedures. When you complete forms online or otherwise provide us with information in connection with our Mobile Banking service, you agree to provide accurate, complete and correct information. We will not be responsible or liable for losses or damages arising from any disclosure of your account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through Mobile Banking.
 9. Our Mobile Banking service, as well as the content and materials you may receive or access through your use of the Services, are proprietary to us and our licensors, and are for your business use only. You will not allow any other person or entity to use the Services through your account or Mobile Device, nor will you damage, impair, interfere with, or disrupt our Mobile Banking service or its functionality.
 10. You agree that if you are using our Mobile Banking service outside the United States, you are responsible for having access to the appropriate wireless or telecommunications networks and you are responsible for all associated fees and charges.
 11. We reserve the right to alter charges and/or these End User Terms from time to time. You are deemed to be aware of and bound by any changes to these End User Terms by your continued use of the Mobile Banking service or your continued use of Mobile Deposit. We will provide you notice if required by law. We will indicate that changes to these End User Terms have been made by updated after "Rev." below. You cannot change these End User Terms.
 12. Mobile Banking and Mobile Deposit are provided for your convenience and do not replace your monthly account statement, which is the official record of your Account.
 13. Mobile Banking and Mobile Deposit, including, but not limited to, instructions for payment, transfer and other transactions, may be delayed, interrupted or otherwise negatively impacted by factors relating to your Mobile Device, your Internet service provider, wireless provider or other parties, or due to other reasons. We will not be liable for any such delays, interruptions, or negative impacts to Mobile Banking or Mobile Deposit and you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.
 14. **Mobile Deposit.** Mobile Deposit allows you to make deposits of the electronic image of a check (as defined by federal law) (each an "Item") to your eligible Accounts by capturing an electronic image of the Item with the capture device (such as a camera) on your Mobile Device and submitting images and associated information to us for processing.

Only a draft, payable on demand, and drawn on or payable through or at an office of a bank, is eligible for Mobile Deposit. Without limiting the generality of the preceding sentence, the following items are not eligible for Mobile Deposit, and you must deposit these original paper checks with us for collection:

 - (i) Items payable to any person or entity other than you;
 - (ii) Items containing alteration to any of the fields on the front of the Item, or which you know or suspect, or should know or suspect, are stolen, fraudulent, or otherwise improper;
 - (iii) U.S. Treasury Checks;
 - (iv) Items, including travelers checks, that are drawn on banks located outside of the United States;
 - (v) Items payable in a medium other than U.S. dollars;
 - (vi) non-cash items (as defined under Section 229.2(u) of Federal Reserve's Regulation CC);
 - (vii) promissory notes and similar obligations, such as savings bonds;

- (viii) third-party Items;
- (ix) substitute checks;
- (x) Items drawn off of your Account;
- (xi) postal money orders;
- (xii) Items prohibited by our current procedures relating to Mobile Deposit or which are otherwise not acceptable under the terms of your applicable Account and related agreement with us;
- (xiii) Items that exceed applicable quantity or dollar limits for the Service; and
- (xiv) any other class of Items, checks or drafts as identified by Columbia to you from time to time.

We may return or refuse to accept all or any part of a deposit to your Account using Mobile Deposit at any time and will not be liable for doing so even if such action causes outstanding Items or other debits to your Account to be dishonored and returned.

Image Quality. The image of an Item transmitted using the Mobile Deposit service must be legible and clear, must not be altered and must capture all pertinent information from both sides of the Item. Image quality must comply with industry requirements established and updated by the American National Standards Institute, Federal Reserve Board and any other regulatory agency.

Endorsement. You agree to endorse all Items captured and submitted using Mobile Deposit. Endorsement language at minimum will read "For Mobile Deposit at Columbia Bank Only".

Processing Time and Availability of Funds. If we receive the image of an Item for deposit on or before 6:00 pm Pacific Time on a Business Day (as defined in the TMS Agreement), we will consider that day the day of deposit. If we receive the image of an Item for deposit after 6:00 pm Pacific Time or on a weekend or on a non-Business Day, we may consider the next Business Day as the day of deposit. Items submitted through Mobile Deposit are subject to the Funds Availability Policy in your deposit account agreement applicable to the relevant Account.

Disposal of Transmitted Items. You agree to safeguard and keep the original Item for fifteen (15) Business Days after you have transmitted the Item. After fifteen (15) Business Days following the deposit using Mobile Deposit, if you have verified that the funds have been credited to your Account, you agree to mark the item as "VOID" and properly dispose of it to ensure it is not presented for deposit again.

Restrictions and Limitations. You agree:

- (i) Only Items that originated as paper Items and no third party or electronic checks may be deposited using Mobile Deposit;
 - (ii) After you submit an Item for deposit using Mobile Deposit, you will not redeposit or otherwise transfer or negotiate the original Item;
 - (iii) Not to deposit Items into your Account unless you have authority to do so;
 - (iv) After you submit an Item for deposit you are solely responsible for the storage or destruction of the original Items;
 - (v) The electronic image of the Item will become the legal representation of the Item for all purposes; and
 - (vi) Any image we receive accurately and legibly represents all the information on the front and back of the original Item as originally drawn.
15. **Minimum Hardware and Software Requirements.** In order to use Mobile Deposit or any other Services, you must obtain and maintain, at your expense, compatible hardware and software, including, but not limited to, an Internet enabled Mobile Device as specified by us to use this Service.
16. **Eligibility, Termination and Changes.** You and your Account must meet the eligibility requirements in order to use Mobile Deposit or any other Services. We have the right to suspend or terminate Mobile Deposit or any other Services at any time and without notice, if you or your Account(s) do not meet the eligibility requirements for the Service, or if you are in violation of these End User Terms, the TMS Agreement or your account agreement with us, or otherwise at our election. We also reserve the right to change the Mobile Deposit service or any other Services at any time without notice to you.
17. **Errors.** You agree to notify us of any suspected errors related to your deposit made with Mobile Deposit or related to any other Services immediately and no later than 30 days after the applicable account statement is provided, or as otherwise specified in your account agreement with us. For consumers, the period in which you must notify us may be longer as set forth in your deposit account agreement.
18. **Indemnification.** You agree to indemnify, defend and hold us harmless from and against any claims, losses, liability, cost and expenses (including, but not limited to, reasonable attorneys' fees) arising from your use of Mobile Banking or Mobile Deposit. This obligation survives termination of these End User Terms, as do any other terms as the context may naturally dictate.
19. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COLUMBIA OR LICENSOR OR ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES OR SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, THE LIABILITY OF COLUMBIA, LICENSOR, OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES OR THE SOFTWARE SHALL NOT EXCEED TEN (\$10.00) DOLLARS IN THE AGGREGATE.