

COMMENCEMENT BANK ONLINE BANKING TERMS AND CONDITIONS

The following terms and conditions established by Commencement Bank apply to your use of the Commencement Bank Online Banking Service. Your use of Commencement Bank Online Banking and our site is subject to all of the terms and conditions contained in this online agreement ("Agreement"). Please read this Agreement carefully before proceeding, as your use of Commencement Bank Online Banking constitutes your acknowledgment of, and agreement to, all of its terms and conditions.

I. GENERAL TERMS AND CONDITIONS

1.01 Definitions. Throughout this Agreement, the words "you" and "your" refer to each person who is listed on our records as an owner of the Account. "We," "us," "our," and "Bank" mean Commencement Bank. "Authorized User" means you or any other person who either (i) is actually authorized by you to use Commencement Bank Online Banking on your behalf, or (ii) accesses Commencement Bank Online Banking using your Commencement Bank Online Banking password, whether or not such person has actual authority to do so. "Account" means your primary checking account or any other account accessible through Commencement Bank Online Banking. "Business Day" means Monday through Friday, excluding federally recognized holidays, as listed on CommencementBank.com. "Transaction" means any transaction requested using Commencement Bank Online Banking. "Site", "Service" or "Services" means Commencement Bank Online Banking. "Access Device" means a computer, tablet, mobile phone or smart device that is capable of accessing the Internet through wireless local area networks, cellular transmission points and/or satellite phone systems.

1.02 Terms of Agreement. You agree to our then-current terms and conditions every time your password is used to access Commencement Bank Online Banking. Where there is a conflict between one or more provisions in this Agreement and the provisions in any other applicable agreement, the provisions in this Agreement will govern. Your use of Commencement Bank Online Banking is also subject to the rules and regulations applicable to your Account as described in the Deposit Account Agreement Disclosure, any other agreements applicable to services available on Commencement Bank Online Banking, the rules and regulations of any funds transfer system to which the Bank belongs, and applicable state and federal laws and regulations, all of which shall constitute the complete agreement between you and us.

1.03 Changes in Terms, Service Charges. We reserve the right to change the terms of this Agreement and related service charges. When changes are made, we will update this Agreement and if required by law, either send a notice to you at the address shown on our records, send you an e-mail, or present the updated Agreement through Commencement Bank Online Banking for your acceptance. For service charge changes involving online transactions, stricter limits on the type, amount or frequency of transactions, or any increase in your responsibility for unauthorized transactions, such notice will be posted or sent at least 30 days in advance of the effective date of any change, unless an immediate change is necessary to maintain the security of the system. Your use of Commencement Bank Online Banking after the effectiveness of any such change constitutes your acceptance of the terms of this Agreement as amended.

1.04 License Grant and Use Restriction; Your Indemnification. The Site is intended to provide you with easy access to information about us. We will grant you a nonexclusive, revocable license to copy or print an unaltered permanent copy of information from this Site only for your personal, non-commercial use. You may not otherwise copy, modify, publicly distribute or display, perform, publish, license, create derivative works from, transfer, or sell anything obtained from this Site. You agree that you will not alter any Site information and will not use (or allow others to use) the Site or any information obtained from it for any wrongful, unauthorized or unlawful purpose and agree to indemnify and hold us and our affiliates harmless from and against any loss, damage or expense (including attorneys' fees) incurred by us, you or them because of any such use.

1.05 Privacy Policy; Disclosures of Information to Third Parties. We understand that you are concerned about privacy. For information about how we treat information that you provide us through the Site, please see our Privacy Policy at www.commencementbank.com/privacy-policy.

1.06 Information Accuracy. We strive to provide complete, accurate and timely account information through Commencement Bank Online Banking. All information is either generated by us or obtained from sources believed by us to be accurate and reliable as of the date posted on the Site. However, because of the possibility of human and mechanical error, delayed updates, as well as other factors such as the difficulty of securing a web site from unauthorized alterations or the occurrence of a system breakdown or other unavailability, neither we nor any of our affiliates provide any representations or warranties regarding the Site or any information in it, and we will not be liable to you if any such information is unavailable, delayed or inaccurate. **THE SITE AND ALL INFORMATION IS PROVIDED "AS IS" AND WITH ALL FAULTS. WE MAKE NO REPRESENTATIONS AND DISCLAIM ALL IMPLIED WARRANTIES OF EVERY KIND, INCLUDING WARRANTIES OR ANY DUTIES (IF ANY) AS TO ACCURACY, TIMELINESS, COMPLETENESS, SUITABILITY, AVAILABILITY, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE, OR LACK OF NEGLIGENCE OR VIRUSES.** We do not provide any warranty against infringement and make no other express warranties. With respect to electronic funds transfer problems, such as unauthorized transfers or our failure to properly complete authorized transfers, the extent of our liability is described in Section IV of this Agreement.

1.07 Links to Other Sites. The Site may contain hyperlinks to sites operated by third parties. When you click on a link, you will leave our Site and go to the linked site. We are not responsible for the contents or your use of the linked sites, and their terms and conditions will apply. We make no warranty whatsoever, and disclaim any and all liability whatsoever, with respect to the contents, functionality, accuracy or any other aspect of any linked site.

1.08 Malicious Software (Malware). It is possible to download malware to an Access Device by using the Internet or materials downloaded from it. We make every attempt to keep our Site malware free, but we cannot assure you that the Site and any software or other information downloaded from it will be malware free. We are not responsible for any malware infections, including, without limitation, any malware related problems that may be associated with the use of our Site.

1.09 Your Access Device and Software. You are responsible for the installation, maintenance, and operation of your Access Device and your browser software. You assume all risk of error, failure, or non-performance, including the risk that you do not operate your Access Device or your software properly. We are not responsible for any errors or failures from any malfunction of your Access Device or your software. We have no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your Access Device or your software. We make no warranty to you regarding your Access Device, or your software, including any warranty of merchantability or fitness for a particular purpose.

II. SERVICES

2.01 Access to Services. The Bank will provide instructions on how to use the Commencement Bank Online Banking and Bill Payment Services. You will gain access to your Online Account through the use of your Access Device, your ISP (Internet Service Provider), online banking user credentials, and multifactor authentication devices or security software. You may access your Online Accounts 24 hours a day, seven days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software and we make no guarantee regarding the availability of the Services. For purposes of transactions, the Bank's business days are Monday through Friday, excluding federally recognized holidays, as listed on CommencementBank.com. All Commencement Bank Online Banking transaction requests received after 7:00 p.m. Pacific Time on business days and all transactions which are requested on Saturdays, Sundays, or federally recognized holidays, as listed on CommencementBank.com, will be processed on the Bank's next business day. The Bank's business day begins at 9:00 a.m. Pacific Time. The Bank reserves the right to limit access to any Service or to add or remove any Service at any time.

2.02 Requesting Transfers between Accounts on Commencement Bank Online Banking. If transferring funds between accounts, your request is considered accepted by us when we process it. Your ability to transfer funds between certain accounts is limited by federal law, as described in the Deposit Account Agreement Disclosure.

2.03 Bill Payment Service. The Bill Payment Service permits you to use your internet-enabled device to direct payments from your designated Account to third parties you wish to pay. You must agree to the current terms of our Bill Pay Agreement (attached as Appendix III to this Agreement) in order to use our Bill Pay service.

2.04 Stop Payment Requests. Requests to stop payment on checks, drafts, or similar paper instruments drawn against your account may be accepted in person, by telephone, through Commencement Bank Online Banking or by any written means. There is a charge to place a stop payment order. Please refer to your Deposit Account Agreement Disclosure for further details regarding Stop Payments. The Bank recommends that customers contact us directly to place stop payments on ACH items.

2.05 Access Devices. The Online and Mobile Banking service allows you to view information and conduct transactions using your Access Device. To use our Mobile Banking service, you must download our Mobile Banking App.

- a Dropped calls, lost signals.** If the connection to your Access Device is interrupted or disconnected at any time before logging out, you must contact us to confirm that any requests for Transactions have been received by us. We are not responsible for disconnections or interruptions in service or for failing to complete any Transaction that we have not received as a result of any disconnection or interruption.
- b Logging off.** To help prevent unauthorized access to your Account, you must log off of the Site each and every time you use it. Many Access Devices have a "time-out" feature. If you are logged on to the Site and you do not use your Access Device for a period of time, your Access Device may "time-out" and log you off. Unless you log off, anyone who uses your Access Device may be able to access your Accounts. You are solely responsible for any unauthorized access to your personal or financial information and any Transactions on your Accounts that result from your failure to properly log off of the Site.
- c Lost or stolen Access Device.** You acknowledge that Access Devices may store sensitive, personal and financial information. We will have no liability and you agree to assume all risk of loss that arises out of or relates to any loss or theft of your Access Device or any information contained within any Access Device. We recommend that you contact us during our regular business hours to report a lost or stolen Access Device.
- d Compatibility.** We make no representations or warranties that your Access Device or any telecommunications carrier will be compatible with our system requirements or otherwise allow you to access the Site.
- e Pacific Time Zone.** The effective date and time for all Transactions will be based upon Pacific Time, regardless of the time zone from which you initiate a transaction.
- f Governing Law.** Regardless of where the Access Device is located, all use of an Access Device and all Transactions attempted or effected using an Access Device will be deemed to have occurred in the State of Washington and will be governed by the laws of the United States and the State of Washington.

2.06 E-Mail

- a Uses.** E-mail transmissions are not secure. You must not send us, or ask for, sensitive information via any general or public e-mail system. We recommend that you do not use e-mail for communication that is time sensitive, such as placing stop payments, making funds transfers, reporting lost or stolen debit or credit cards or checks, or reporting an error on your account. If you wish to contact us electronically, please use the message function provided in the Site. Use this messaging for inquiries about an electronic funds transfer error resolution, reporting unauthorized transactions, or contacting the Bank regarding other concerns of a confidential nature. If you send us a secure message, we will receive it by the following business day. You agree that we may take a reasonable period of time to act on any message. You further agree not to use messaging for communicating any information or material which is, in our opinion, obscene, defamatory or otherwise objectionable.
- b Responses by E-mail.** You agree that the Bank may respond to you by e-mail with regard to any non-confidential matter related to Commencement Bank Online Banking services. Any such message we send you shall be considered received within three days of the date sent, regardless of whether you check your e-mail messages within that time frame. You agree that it is your responsibility to inform us of any changes to your e-mail address, and to ensure that any filters installed on your system do not block our responses.

2.07 Charges. Commencement Bank Online Banking and Bill Payment Service are provided to consumers at no charge. Certain charges may apply for Commencement Bank Online Banking for Business. Please refer to your Commencement Bank Online Banking for Business application or contact the Digital Services Department for details. Additional transaction fees may apply with regard to the Bill Payment Service. You agree to be responsible for any telephone charges and internet service provider charges you may incur while using Commencement Bank Online Banking Service.

2.08 Recording and Records. If our records about a Transaction are different from your records, our records will govern. Our "records" include our written, computerized and mechanized records and any authorization and instructions received about any Transaction.

2.09 Account Statements and Error Resolution. All Transactions completed on Commencement Bank Online Banking will appear on your periodic account statement. Please refer to the Deposit Account Agreement Disclosure for rules applicable to account statements and error resolution.

2.10 Service Interruptions. Commencement Bank Online Banking may be unavailable at certain times when computer systems require maintenance or upgrades, unforeseen maintenance is necessary, or major events occur, such as earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages. We will make all reasonable efforts to ensure the availability of Commencement Bank Online Banking. However, we are in no way liable for the unavailability of all or any portion of Commencement Bank Online Banking.

2.11 Termination of Commencement Bank Online Banking. We reserve the right to terminate your use of Commencement Bank Online Banking and Bill Payment Service at any time and for any reason, including but not limited to not paying any fee required by this Agreement when due or you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing. If you want to terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When a Bill Payment Service is terminated, any prescheduled bill payments made through Online Banking will also be terminated. You may notify the Bank by one of the following methods: 1) sending an e-mail to onlinebanking@commencementbank.com; 2) calling (253) 284-1826; or 3) by writing a letter and either delivering it in person or sending it by mail to the following address: Commencement Bank, Attention: Digital Services, 1313 Broadway Suite 400, Tacoma, WA 98402. We will continue to pay any scheduled Bill Payments until termination is effective. After the termination of the Bill Payment service is effective, all prescheduled bill payments made through Online Banking will also be terminated. We may revoke your access if you do not sign on to the service during any 12-month period.

2.12 Illegal Transactions. You may not use any Service for any illegal or unlawful Transaction, and we may decline to authorize any Transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful Transaction.

III. SECURITY PROCEDURES

3.01 User Credentials. You will have a Login ID and a password that will give you access to your Accounts through Commencement Bank Online Banking. We are entitled to act on any instructions we receive under your user credentials. For security purposes, it is recommended that you memorize your password and do not write it down. You can further protect your password by:

- Avoiding the use of common series, such as, your date of birth or street address.
- Changing it regularly or if you ever suspect someone may know it.
- Selecting a complex password that has a series of capital letters, lower case letters, numbers and special characters.
- Do not give out your account information, password, or user ID.
- Do not leave your Access Device unattended while you are in the Site.
- Never leave your account information within view of others.
- Utilize multifactor authentication for authentication and high- risk transactions.

You are responsible for keeping your user credentials and account data confidential. Your use of your user credentials will be considered the same as your written signature in authorizing us to complete any Transactions you may request. Any person to whom you give your user credentials will have full access to your accounts, and you assume all risk of loss resulting from any such access. If you believe your user credentials have been lost or stolen, or if you suspect any fraudulent activity on your account, call the Bank immediately at (253) 284-1826 between the hours of 9:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday. Telephoning the Bank is the best way of minimizing your losses and liability.

3.02 Encryption. Data transferred via Commencement Bank Online Banking is encrypted in an effort to provide transmission security. Notwithstanding our efforts to ensure that Commencement Bank Online Banking is secure, you acknowledge that the internet is inherently insecure and that all data transfers, including e-mail, occur openly on the internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Commencement Bank Online Banking or e-mail transmitted to or by us will not be monitored or read by others.

3.03 Additional Security Procedures. We may from time to time use reasonable additional or alternative procedures to ensure the security and confidentiality of your financial records and transactions using Commencement Bank Online Banking. Such procedures may include, without limitation, encryption, multifactor authentication methods, creating security firewalls in our computer systems and implementing other commercially reasonable security procedures. At all times you agree to comply with all security procedures and devices we may impose in connection with your use of Commencement Bank Online Banking. **YOU AGREE THAT ALL SECURITY PROCEDURES USED BY US, OUR AFFILIATES AND AGENTS IN CONNECTION WITH COMMENCEMENT BANK ONLINE BANKING ARE COMMERCIALY REASONABLE SECURITY PROCEDURES AND, AS A RESULT, YOU ASSUME ALL RISK OF LOSS FOR UNAUTHORIZED TRANSACTIONS WHERE WE HAVE FOLLOWED OUR THEN-CURRENT SECURITY PROCEDURES.** You acknowledge that we reserve the right to change the security procedures from time to time upon notice to you (if such notice is required by law), and furthermore agree that your continued use of any such changed procedures evidences your acceptance of and agreement to the commercial reasonableness of such changed procedures.

3.04 Duty of Reasonable Care. We will exercise good faith and reasonable care in processing your transactions. You will similarly exercise good faith and reasonable care in observing and maintaining security procedures, in communicating with us and in reviewing account statements for any errors or discrepancies.

IV. LIMITATION OF LIABILITY

4.01 Limitation of Liability for Loss. To the fullest extent allowed by law, you agree that neither we nor any of our affiliates will be liable to you or any third party for any loss, property damage or bodily injury (i) that arise out of or are related to the Site or any use of the Site or the information contained within it, (ii) resulting from any failure to complete any Transaction, or (iii) resulting from the installation, use or maintenance of any equipment, software, internet browser or apps, even if we have been advised of the possibility of such damages. Further, the Bank shall not be responsible for your acts or omissions or for those of any other person, including without limitation any Authorized User, and no such person shall be deemed the Bank's agent for any purpose. In the event the Bank has provided any advice or training to you with respect to the Services, you acknowledge and agree that the Bank's liability to you in connection with such advice or training or your use or attempted use of the Services in reliance upon such advice or training shall be limited to its gross negligence, and the Bank shall have no liability whatsoever to any other person. You agree to indemnify, defend and hold the Bank harmless against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim of any person that the Bank is responsible for your act or omission or the act or omission of any Authorized User or any person or entity other than the Bank. In no event shall the Bank be liable for any consequential, special, punitive or indirect loss or damage which you or any other person may incur or suffer in connection with this Agreement, including, without limitation, loss or damage to any hardware, software, loss of data, or equipment in connection with the Services provided by the Bank. This exclusion of damages includes damages claimed in any cause of action, including but not limited to legal or equitable proceedings and claims relating to contract, tort or product liability.

4.02 Exclusive Remedy. You agree that your recovery for any damages that you incur shall be limited, at our election, to: (i) a refund of any amount (if any) you paid for information from the Site, or (ii) correction or replacement of the information. Any failure of that or any other remedy does not affect the enforceability of the limitations on and exclusions of consequential, incidental and other damages described in the preceding paragraph.

4.03 Your Liability. Except as otherwise provided by law, you will be liable for any loss or damage resulting from your breach of this Agreement or to which your negligence contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by others. Such liability includes instances when someone effects one or more Transactions to your detriment. You are liable for all payments that you make or which are made or requested by an Authorized User, even if such Authorized User exceeds their authority and even if such Authorized User is not an authorized signer on your Account.

V. MISCELLANEOUS TERMS AND CONDITIONS

5.01 Waiver and Severability. We may delay exercising our rights without losing them. Any waiver or partial exercise of one right is not a waiver of other rights or the same right at another time. If any provision of this Agreement, or its application to any person or set of circumstances is held invalid or unenforceable to any extent, the remainder of this Agreement, and the application to any other persons or set of circumstances is not impaired or otherwise affected.

5.02 Governing Law, Forum, Limitation of Actions, Severability. This Agreement is governed by the laws of the State of Washington, U.S.A. You consent to the jurisdiction and venue of the courts in Pierce County, Washington in all disputes arising out of or relating to the Site, any use of it or any information in it. You agree that a printed or electronic version of these terms and conditions (as changed from time to time) will be admissible in any judicial or administrative proceedings to the same extent as paper records. If you ever believe we have not adhered to this contract or are liable for any other reason, please contact us immediately. If you feel compelled to bring a lawsuit or other proceeding, you must do so within one (1) year of the date you have a right to sue. Any clause of this Agreement declared invalid shall be deemed severable and not affect the validity or enforceability of the remainder.

5.03 Assignment. You may not assign this Agreement or any portion hereof. We may assign this Agreement to our parent corporation or to any now existing or future direct or indirect subsidiary of us or our parent corporation. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

5.04 How to Contact Us. For all matters affecting this Agreement, you may call us at 253-284-1826, or you may write to us at the following address: Commencement Bank, Attention: Digital Services, 1313 Broadway Suite 400, Tacoma, WA 98402.

5.05 Authorized Users. You acknowledge and agree that you are solely responsible for maintaining the confidentiality and security of your online banking credentials, including usernames, passwords, and any other means of access. You shall be liable for all Transactions initiated and all activities conducted through your online banking profile, whether initiated by you or by any individual to whom you have granted access. This includes, but is not limited to, any Authorized Users or additional sub-users created by you or the Bank under direction from you, within the Service. The Bank shall not be held liable for any loss or damage arising from unauthorized access or Transactions resulting from your failure to safeguard access credentials or from the actions of any person to whom access was granted, whether intentionally or inadvertently. You are responsible for managing and reviewing user access rights and permissions on a regular basis. You assume full responsibility for the actions of any authorized sub-user, regardless of whether such actions exceed the authority intended by you. Any individual provided access by you shall be deemed an Authorized User, and you shall be fully liable for their actions as though performed by you yourself.

5.06 Other Agreements. By using these services, you acknowledge that you have read this Agreement and all Appendixes and understand and agree with all of their terms and conditions. If you are a business customer that has requested specific services, you acknowledge that you have received and read a copy of each additional agreement applicable to the services requested (including, as applicable and without limitation, the Wire Transfer Agreement, Remote Deposit Capture Agreement, ACH Origination Agreement and Positive Pay Agreement), and agree to abide by their respective terms.

5.07 Account Alerts. The Account Alerts service is a tool for managing accounts. However, Account Alerts should not be relied upon solely for account information. Although Commencement Bank makes every effort to ensure alerts are delivered as expected, there are conditions that may make the alerts unreliable such as, but not limited to: spam filters, relay detectors, inaccurate or obsolete email addresses, network or system failures, etc. Commencement Bank recommends that the service be tested prior to regular use to identify any limiting conditions that may be present. The Bank does not guarantee the delivery of any account alert. If you have any questions regarding this service, please contact Commencement Bank Digital Services at 253-284-1826.

VI. ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES

6.01 This Agreement and related disclosures are made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at the Bank. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers while using Commencement Bank Online Banking. In this Article VI, the words "you" and "your" mean those who sign as applicants or any Authorized User(s). You receive an Electronic Funds Transfer agreement when you initiate a new electronic service with us, unless one has been previously provided. You will also receive updates to the agreement as required under federal law. Please contact us at the phone number or address contained in Section 6.11 to request a copy of an Electronic Funds Transfer Agreement which contains terms and conditions for other services such as debit cards.

6.02 Commencement Online Banking (Personal)

You may access certain Account(s) you maintain with us through Commencement Bank Online Banking by utilizing your Access Device and your assigned user ID and password. You may use Commencement Bank Online Banking service to perform the following functions:

- Transfer funds between eligible Commencement Bank accounts
- Obtain balance information on eligible accounts
- Review transactions and history on eligible accounts
- Make loan payments
- Submit stop payment requests
- Advance funds from credit line
- Bill Pay
- Obtain copy of statement
- Account to Account/External Transfers
- Person to Person Transfers
- Allow export of transaction history to financial software
- Mobile deposit capture (mobile app only)
- ATM/Debit card management

6.03 Commencement Online Banking (Business)

You may access certain Account(s) you maintain with us through Commencement Bank Online Banking by utilizing your Access Device, your assigned user ID and password, and security tokens, if applicable. You may use Commencement Bank Online Banking service to perform the following requested functions:

- Transfer funds between eligible Commencement Bank accounts
- Obtain balance information on eligible accounts
- Review transactions and history on eligible accounts
- Make loan payments
- Submit stop payment requests
- Advance funds from credit line
- Bill Pay
- Obtain copy of statement
- Account to Account/External Transfers
- Person to Person Transfers
- Allow export of transaction history to financial software
- Mobile deposit capture (mobile app only)
- ATM/Debit card management
- Remote Deposit Capture, with executed Remote Deposit Capture Agreement
- ACH origination, with executed ACH Origination Agreement
- Wire transfers, with executed Wire Transfer Agreement
- Positive Pay, with executed Positive Pay Agreement

6.04 Limitations on Frequency and Amount:

- For security purposes, there are limits on the frequency and amount of transfers you may make using Commencement Bank Online Banking Service.

6.05 Fees and Charges for Online Service:

- Charges will vary by product and service. Please contact the Bank for current service charges.

6.06 Liability for Unauthorized Transfers. Tell us, AT ONCE, if you believe your online banking credentials (user ID and/or password) have been lost or stolen or if you believe that an electronic funds transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or theft of your credentials, you can lose no more than \$50.00 if someone used your credentials without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your credentials, and we can prove that we could have stopped someone from using your credentials without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, including those made by credentials or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 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 periods. If you believe that your credentials have been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (253) 284-1826, or write us at Commencement Bank, 1313 Broadway Suite 400, Tacoma, WA 98402. You should also call the number listed above or write to the address listed if you believe a transfer has been made using the information from your online banking without your permission.

6.07 Business Days. For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday, excluding federally recognized holidays, as listed on CommencementBank.com.

6.08 Stop Payments on Online Banking Transactions. You may not place a stop payment order on any online banking transactions. See Appendix III for transactions done through our Bill Pay service.

6.09 Periodic Statement. You will receive a monthly account statement from us for each Account.

6.10 Our Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages to the extent set forth herein. 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 money in your account is subject to legal process or other claim restricting such transfer.
- If the transfer would go over the credit limit on your overdraft line of credit.
- If the system was not working properly and you knew about the problem when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

6.11 In Case of Errors or Questions About Your Electronic Transfers. Telephone us at (253) 284-1826, or write us at Commencement Bank, 1313 Broadway Suite 400, Tacoma, WA 98402 as soon as you can, if you think your statement or transfer is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or the transfer you question 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.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days 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 10 business days, we may not credit your Account. If a notice of error involves an electronic funds transfer that occurred within 30 days after the first deposit to the Account was made, the error involves a new Account. For errors involving new Accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 business days to credit your Account for the amount you think is in error. We will inform you of the results within three 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.

6.12 Confidentiality. We will disclose information to third parties about your Account or the transfers you make in accordance with the terms of our privacy policy:

- To complete transfers as necessary;
- To verify the existence and condition of your Account upon the request of a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders; or
- If you give us your written permission.

Appendix I to the Commencement Bank Online Banking Terms and Conditions
MOBILE BANKING APPLICATION
END USER LICENSE AGREEMENT

This Commencement Bank Mobile Banking Application End-User License Agreement ("Agreement") is a legal agreement between you and Commencement Bank ("Bank," we, "us," "our") regarding our Mobile Banking Application, which may include associated software components, media, printed materials, and "online" or electronic documentation (together, the "Application"). By downloading and/or using the Application, you agree to be bound by the terms of this Agreement. This Agreement represents the entire agreement concerning the Application between you and us, and it supersedes any prior proposal, representation, agreement, negotiation, offer, counteroffer, acceptance, understanding, or any contrary terms between the parties. If you do not agree to the terms of this Agreement, you are not authorized to download, operate, or otherwise use the Application.

I. Grant of License. Subject to the terms of this Agreement, we grant you, and only you, a limited, revocable, non-exclusive, license and right to download and use the Application.

II. Rights and Limitations.

2.01 Distribution. The licensed granted to you may not be sold, assigned, transferred, sublicensed, rented or lent to anyone else. Any such sale, assignment, transfer, sublicense, rental or loan is void and of no legal effect. The Application is licensed for your use only and only on a mobile phone, tablet, or smart device that you own or control.

2.02 Prohibition on Modification, Reverse Engineering, Decompilation, and Disassembly. You may not modify, reverse engineer, decompile, or disassemble the Application, except and only to the extent that such activity is expressly permitted by applicable law.

2.03 Updates and Upgrades. We may, but are not required to add additional features or functions or provide programming fixes, updates and upgrades, to the Application. You acknowledge and agree that we have no obligation to make available to you any subsequent versions of the Application. You also agree that we may require you to enter into a revised version of this Agreement periodically as a condition of your continued use of the Application or the download, installation or use of a new version of the Application.

2.04 Support Services. We may in our sole discretion provide you with support services related to the Application ("Support Services"). However, we are not required to provide Support Services unless otherwise required by applicable law. No failure to provide, or to continue to provide, Support Services will be a default by us under this Agreement. Any supplemental software code provided to you as part of any Support Services will be considered part of the Application, as between you and us, will be and remain our sole property, and will be subject to the terms and conditions of this Agreement.

2.05 Compliance with Applicable Laws. You will comply fully with all applicable laws regarding use of the Application.

III. Term; Termination; Modification of Agreement. The term of this Agreement will begin upon your download of the Application and will continue for so long as you have in your possession or control any copies of the Application. Without prejudice to any other of our rights, we may unilaterally terminate or modify this Agreement at any time and for any reason or for no reason, with no notice to you. For example, without limitation, we may elect to terminate this Agreement and your rights in connection with the Application, if we, in our sole determination, stop supporting or maintaining the Application, cease to provide updates, no longer offer the Application for license, or believes you have failed to comply with the terms and conditions of this Agreement. If we terminate this Agreement, you must promptly destroy all copies of the Application in your possession, and you must remove the Application from all access devices, hard drives and other storage media in your possession or under your control. If our modification of the Agreement materially affects your rights in connection with the Application (which determination we will make in our sole discretion), we will notify you by sending an email message to your current email address as shown in our files. We will have no liability if you do not receive our notification.

IV. Intellectual Property. The Application is licensed, not sold. As between you and us, all right, title and interest, including but not limited to copyrights, in and to the Application and any copies of the Application are our sole and exclusive property. As between you and us, all title and intellectual property rights in and to the content which may be accessed through use of the Application is our property and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants you no rights to use such content except as expressly and unambiguously set forth in this Agreement. You will not take any action to jeopardize, limit or interfere with our rights under this Agreement. You acknowledge and agree that any unauthorized use of the Application is a violation of this Agreement, as well as a violation of applicable intellectual property laws. You acknowledge and understand that all title to and rights in any third party content is the property of the respective content owners and may be protected by applicable patent, copyright, or other intellectual property laws and treaties. All rights not expressly granted by this Agreement are reserved by us.

V. No Warranties. WE EXPRESSLY DISCLAIM ANY WARRANTY IN, TO, OR FOR THE APPLICATION. THE APPLICATION IS PROVIDED "AS IS" AND "WHERE IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND. YOU EXPRESSLY WAIVE ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR CONTINUOUS OPERATION. WE MAKE NO WARRANTY THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, THAT USE OF THE APPLICATION WILL BE UNINTERRUPTED, TIMELY OR ERROR FREE, OR THAT ANY DEFECTS IN THE APPLICATION WILL BE CORRECTED. YOU ACKNOWLEDGE THAT ANY DATA OR INFORMATION DOWNLOADED, TRANSMITTED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE APPLICATION ARE AT YOUR SOLE RISK AND DISCRETION. WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE TO YOU OR YOUR PROPERTY. YOU ASSUME THE ENTIRE RISK ASSOCIATED WITH OPERATION OF THE APPLICATION. WE DISCLAIM ANY WARRANTY OR RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED WITHIN THE APPLICATION. WE EXPRESSLY DISCLAIM ANY

WARRANTIES RESPECTING ANY HARM THAT MAY BE CAUSED BY THE TRANSMISSION OF A COMPUTER VIRUS, WORM, TIME BOMB, LOGIC BOMB, OR OTHER SUCH COMPUTER PROGRAM. WE FURTHER EXPRESSLY DISCLAIM ANY WARRANTY OR REPRESENTATION TO ANY THIRD PARTY WHO MAY OPERATE OR OTHERWISE UTILIZE THE APPLICATION. YOU SPECIFICALLY ACKNOWLEDGE THAT USING THE APPLICATION TO CONDUCT FINANCIAL TRANSACTIONS INVOLVES ADDITIONAL RISKS. FOR EXAMPLE, SENSITIVE PERSONAL OR FINANCIAL DATA THAT IS TRANSMITTED FROM OR TO AN ACCESS DEVICE MAY BE INTERCEPTED AND USED BY THIRD PARTIES WITHOUT YOUR KNOWLEDGE. BY USING THE APPLICATION, YOU ASSUME ALL SUCH RISKS AND AGREE THAT WE WILL HAVE NO LIABILITY WHATSOEVER TO YOU FOR ANY LOSS OR THEFT (INCLUDING IDENTITY THEFT) OCCURRING AS A RESULT OF SUCH ADDITIONAL RISKS.

VI. Limitation of Liability. In addition to and not in limitation of the limitations on liability set forth in the Commencement Bank Online Banking Terms and Conditions, in no event will we be liable for any damages (including, without limitation, direct, special, incidental, consequential, or punitive damages, lost profits, business interruption, or lost information) arising out of your use of, or inability to use, the Application, or the use or inability to use the Application by any third party that may have access to the application by or through you, even if we have been advised of the possibility of such damages, and without regard to whether such damages, or claims of damages arise based in contract, tort or otherwise. We will have no liability with respect to all or any part of the content of the Application, including but not limited to, errors or omissions, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information. Our total liability for any and all damages, regardless of the form of the action, will be limited and capped in their entirety to the greater of one dollar (\$1.00) or the total amount paid, if any, by you for the Application. This limitation of liability may not be enforceable in certain jurisdictions, or under certain circumstances, as a matter of local law, and is not intended to replace or supersede local law.

VII. Indemnification. You agree to indemnify, defend and hold harmless, us, our affiliates, directors, officers, employees, shareholders, and agents from and against all liabilities, losses, costs, expenses (including reasonable attorneys' fees), and damages resulting from (1) any negligent acts, omissions or willful misconduct by you, (2) your use of the Application, (3) any breach of this Agreement by you, and/or (4) your violation of any law or of any rights of any third party. The provisions of this section are for our benefit and for the benefit of our officers, directors, employees, agents, licensors, suppliers, and any third-party information providers. Each of these individuals or entities expressly retains the right to assert and enforce those provisions directly against you on its own behalf. You acknowledge that if any third-party claims that your possession and use of the Application infringes upon that third party's intellectual property rights, we, and not any third-party, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

VIII. Your Representations to Us. As a material inducement to us allowing you to download the Application and to enter into this Agreement with you, you represent to us that: (i) you have the full and unrestricted capacity and legal right to enter into agreements; (ii) you are not located in a country that is subject to a U.S. government embargo or has been designated by the U.S. government as a "terrorist nation"; and (iii) you are not listed on any U.S. government list of prohibited or restricted parties or specially designated nationals. You also acknowledge that the Application may be subject to other U.S. and foreign laws and regulations governing the export of software by physical or electronic means. You agree to comply with all applicable U.S. and foreign laws as well as end-user, end-use, and destination restrictions imposed by U.S. and foreign governments.

IX. Government Use. The Application is a "Commercial Item", as that term is defined at 48 C.F.R. §2.101. It is being licensed to U.S. Government end users only with the same rights as those granted to other end users under this Agreement.

X. Not All Services Are Available. You understand and agree that certain services described herein and elsewhere may not be available through the Application. We reserve the right at any time to add to or subtract from available services.

XI. Miscellaneous Provisions. If any part of this Agreement is held invalid or unenforceable, the remaining portions will remain in full force and effect. Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. Subject to any restrictions on transfer and assignment described above, this Agreement will be binding on and inure to the benefit of the parties, their successors, permitted assigns and legal representatives. The provisions of this Agreement relating to copyrights, intellectual property ownership, restrictions on use, disclaimers of warranties, limitations of liability and indemnification will survive any termination of this Agreement for any reason. This Agreement which cannot be changed except by a written agreement executed between you and us. This Agreement will be governed by and construed in accordance with the laws of the State of Washington and the federal laws of the United States of America.

Appendix II to the Commencement Bank Online Banking Terms and Conditions MOBILE DEPOSIT CAPTURE AGREEMENT

This Commencement Bank Mobile Deposit Capture Agreement ("Agreement") provides the terms and conditions under which we will provide mobile deposit capture services to you. As used in this Agreement, the words "Bank," "we," "us" and "our" refer to Commencement Bank. The words "you" and "your" refer to each person, jointly and severally, who requests and/or accepts Services using our Mobile Banking Application or otherwise. The word "Services" in this Appendix II refers solely to our mobile deposit capture services, as they may be amended from time to time. The word "Checks" refers to paper checks that you have scanned or want to scan and convert to digitized, electronic images ("Images"). The words "access device" mean a computer, tablet, mobile phone or smart device that is capable of accessing the Internet through wireless local area networks, cellular transmission points and/or satellite phone systems. When you request the Services and each time you use the Services, you agree to the terms and conditions of this Agreement (as amended from time to time), the Online Banking Terms and Conditions, and all other terms, conditions, agreements, fee schedules and disclosures applicable to banking services we provide to the extent that they affect the Services.

I. Services. We will provide Services to you, subject to all of the terms and conditions of this Agreement. You and we each agree to perform the responsibilities described below.

II. Service Charges. You agree to pay us service charges for Services according to our then-current fee schedule, a copy of which is available upon request. We may change our fees at any time, and we will notify you of those changes in advance, if required by law. We may charge your Account (as defined in Section VI below) for all of those fees. You are responsible for all sales, use and other taxes imposed on you with respect to the Services.

III. Our Responsibilities.

3.01 Deposits. We agree to accept Images transmitted by you for deposit to the Account, subject to the terms and conditions of this Agreement and our Deposit Account Agreement, as amended ("Deposit Account Agreement").

3.02 Cut-off Times. We must receive Images no later than 4:00 p.m. Pacific Time on a day that we are open for business, excluding Saturdays, Sundays and federally recognized holidays, as listed on CommencementBank.com ("Business Day"). Images received after that time will be processed on our next Business Day.

3.03 Receipt. We are not responsible for any Images we do not actually receive. This includes any Image that is dropped or altered during or after transmission by you. No Image will be considered received by us until we transmit to you a confirmation of our receipt. A confirmation does not mean that the Image will be processed or is error-free. Images must be complete, usable and in compliance with any data specifications provided in this Agreement and other specifications we might establish. If an Image does not comply with those specifications or in our judgment is otherwise incomplete or unusable, we may decline to process the Image. In that case, the Image will not be deemed "received," and we will adjust your deposit and provide you with notification of the adjustment.

3.04 Rejection of Images. We reserve the right to reject any Image for any lawful reason without liability. Without limitation, we may reject any Image that does not comply with the content, quality or other requirements of this Agreement. We may also reject any Image (i) if you have failed to comply with your Account balance obligations, or (ii) for any other reason we, in our sole discretion, deem appropriate.

3.05 Processing. We will process Images only after we actually receive them. We will use commercially reasonable efforts to transfer and present Images for collection.

3.06 Posting and Availability of Deposits. Unless we notify you otherwise, we will provide same-day credit to the Account for all Images you transmit and we receive (as described in 3.02 and 3.03 above); however, we may hold deposits as described in our Funds Availability Disclosure, including up to nine Business Days for a new account, before making funds available to you. The effective date and time for all deposits will be based upon Pacific Time, regardless of the time zone from which you initiate a deposit. Any credit we give with respect to any Image is provisional, and you agree to indemnify us from and against any and all losses we sustain for accepting any Image.

3.07 Clearing. We may clear or present for payment any Image we receive in any manner we choose. Without limitation, we may clear or present Images as images or substitute checks (together, "Items"). We also reserve the right to select any clearing agent through which we clear Items.

3.08 Returns and Claims. If the bank on which a check is drawn ("Payor Bank") returns an Item to us unpaid, we will charge your Account for the returned Item. In that case, we may either (i) return the Item to you, or (ii) re-present the Item to the Payor Bank before returning it to you. However, we have no obligation to re-present or retransmit a returned Item. We may return Items in any form we choose. We will notify you of our receipt of any returned Item using whatever means we deem appropriate no later than one Business Day after the Business Day of our receipt. We will have no liability to you if we reject or return any Image or Item or fail to give notice to you at an earlier time. If a Payor Bank or other third party makes a claim against us or seeks a recredit with respect to any Item, we may provisionally freeze a like amount in your Account pending our investigation and resolution of the claim. We will have no liability to you for doing so.

IV. Your Responsibilities.

4.01 Capturing Check Images You agree to capture, transmit and otherwise handle all Checks and Images in compliance with our then-current requirements and security procedures and in accordance with this Agreement.

4.02 What you may deposit. You may capture and transmit only Check images drawn on United States financial institutions. You may not capture or transmit any of the following:

- a Checks payable to anyone other than you (i.e. payable to another party and then endorsed to you)
- b Checks payable to you and another party who is not a joint owner on the Account
- c Checks that are altered, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- d Checks drawn on your Account without good cause

4.03 How Much You May Deposit. When using the Service to deposit Checks, the amount of each such deposit is limited per Item and per Business Day. Deposit limits may vary, depending on factors such as the length of time your Account has been open and your transaction history. We may also impose a daily limit on the number of Checks you may deposit. We may change these limits at any time.

4.04 Image Contents. You must ensure that each Image includes at least all of the following information in a clear and legible manner: (i) all information on the front and back of the Check; (ii) the amount of the Check, the payee, and the drawer's signature; (iii) the drawer and the Payor Bank that is preprinted on the Check, including the MICR line; and (iv) other information placed on the Check prior to capturing the image, including any endorsements on the back of the Check. Images of deposited checks must never be saved and stored on your access device.

4.05 Endorsements. Endorsements must be made on the back of each Check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature, your Account number and the words, "FOR MOBILE DEPOSIT at Commencement Bank". Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. A Check payable to two payees must be endorsed by both payees. If the Check is payable to you or your joint owner, either of you can endorse it. If the Check is made payable to you and your joint owner, both of you must endorse the Check.

4.06 Image Quality. You agree to inspect and verify the quality and clarity of all Images and ensure that the camera on your access device is clean and operating properly. All Images must comply with all standards for image quality established by the American National Standards Institute ("ANSI"), the Federal Reserve Board or any other regulatory agency, clearing house or association.

4.07 Retention of Checks. You agree to keep each original Check for at least 60 days after it is scanned and transmitted. You agree to safeguard all Checks against fire, theft or unauthorized access, and you agree to notify us in writing immediately if any Check is lost or stolen. You agree to give us any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) we may request to aid in the clearing and collection process or to resolve claims by you or a third party with respect to the Check. If you are not able to provide the Check, we reserve the right to reverse the amount of the Check from your Account. After the 60 day period, you agree to cross cut shred or otherwise completely destroy Checks that you no longer wish to keep.

4.08 No Double Payments. You will ensure that no Check, Item or Image will be presented for payment such that an endorser, depository bank, Payor Bank, or drawer will be asked to make a payment twice. You will not deposit or otherwise endorse to a third party any original Check. You promise that no person will receive a transfer, presentment or return of, or otherwise be charged for, an original Check or a paper or electronic representation of the original Check such that the person will be asked to make payment based on an Item that has already been paid.

4.09 Additional Procedures and Cooperation. It is your responsibility to safeguard against unauthorized deposits. You agree to follow any additional procedures we may from time to time require in order to enhance the security and efficiency of the Services. You agree to cooperate with us and provide promptly any information we request concerning your use of the Services or any Checks, Images or Items.

V. Malfunctions. If it is reasonably apparent that the Services are unavailable or not functioning properly, you agree to refrain from scanning any Checks, and instead, will deliver those Checks to one of our branches for deposit. We will have no liability to you for any unavailability or malfunction of the Service.

VI. Your Account. You agree to open and maintain with us in good standing an account into which Images will be deposited and from which fees and other charges will be debited (the "Account"). The Account will be subject to this Agreement, the Commencement Bank Online Banking Terms and Conditions and the Deposit Account Agreement. If the Account has insufficient funds to cover any obligation you have to us under this Agreement, you agree that we may, without liability, debit any account you have with us for the amount of the deficiency.

VII. Statements and Errors. You should carefully review and reconcile all statements against your records concerning Images transmitted under this Agreement. If you fail to report any errors to us within the timeframes set forth in the Deposit Account Agreement, we may deem all transactions reflected on a statement as correct, and you will not be able to assert against us any errors with respect to such transactions.

VIII. Financial Information. You agree to inform us immediately if there is a material change in your financial circumstances. You agree to furnish us upon our reasonable request any financial information about you. You promise that all information when furnished will be true, correct and complete in all material respects.

IX. Fraud Risk: Suspension of Services. You agree to safeguard your access device, your Checks and all information about your Checks. You assume all liability for theft, misappropriation, or misuse that occurs with respect to any Check, record, Image or Item that relates to your failure to safeguard your access device, Checks and information. We reserve the right to suspend immediately the Services, your right to use the

Services or the processing of any Image if we have reason to believe that there is or has been (i) a breach in the security of the Services, (ii) fraud involving you, the Services or the Account, or (iii) any uncertainty as to the authorization or accuracy of any Image.

X. Your Promises. You promise that all of the following are true and will remain true throughout the term of this Agreement:

10.01 Checks. With respect to each Check and corresponding Image:

- a** Each Image is a digitized version of the Check, complies in all respects with this Agreement, and accurately represents all of the information on the front and back of the Check.
- b** You are entitled to enforce the Check and Image.
- c** All signatures on the Check are authentic and authorized.
- d** The Check and Image have not been altered, and the Check is not counterfeit.
- e** The Check and Image are not subject to a defense or claim of any party that can be asserted against you.
- f** You have no knowledge of any insolvency proceeding commenced with respect to you or the drawer of any Check.
- g** Any returned or rejected Image or Item is primarily enforceable against you and the drawer of the Check.
- h** You have possession of the original Check, and there are no other duplicate images of the Check.

10.02 Other Warranties. All transfer and presentment warranties imposed by the Uniform Commercial Code, other applicable law and the Deposit Account Agreement apply to you.

10.03 Own Use. You will use the Services only to make deposits to your Account. You will not accept deposits for or on behalf of other persons.

10.04 Information. All information you provide, including all information scanned and transmitted to us, and all financial and credit-related information, is true, correct, accurate and complete in all material respects at the time you provided it.

10.05 Compliance. At all times during the term of this Agreement, you will comply with all laws, rules and regulations applicable to the Services and all of your activities.

10.06 Lawful Use. You will use the Services for lawful purposes only and in accordance with this Agreement.

10.07 Malware. You will not transmit to us any Check or Image that contains any malware or disabling features that may have an adverse effect on our network, data or related systems.

XI. Termination.

11.01 Termination By Either Party. You and we may terminate this Agreement and the Services for any reason at any time by providing written notice to the other.

11.02 Effect of Termination. No termination will affect any rights or obligations of yours or ours incurred prior to the effective date of termination. Without limitation, your obligation to maintain Checks and records and all of your representations and warranties will survive any termination of this Agreement.

11.03 Account Must Remain Open. Upon any termination of this Agreement, you agree to maintain sufficient funds in your Account to cover any outstanding Items and processing fees. You agree to keep the Account open and in good standing for no less than 60 days following the effective date of any termination. You agree to pay upon demand all amounts charged to your Account that exceed the available balance in the Account, along with any additional overdraft or other charges as provided in the Deposit Account Agreement. You agree to retain all Checks and otherwise cooperate with us as provided in Section IV above.

XII. Indemnification. You agree to indemnify, defend and hold harmless us, our directors, officers, employees, agents, contractors and affiliates from and against any and all claims, causes of action, damages, expenses (including attorney's fees and costs), liabilities and other losses that arise out of or relate to (i) your breach of this Agreement, including any breach of any of your promises as described in Section X, (ii) negligent or willful misconduct by you or any person party acting on your behalf, (iii) any failure to prevent loss or theft of a Check; (iv) failure to prevent a Check, Image or Item from being presented for payment more than once, (v) any failure to properly void a Check, (vi) any misuse of the Services, (vii) failure to comply with all applicable federal, state and local laws, rules and regulations; (viii) any claim that the unavailability of an original Check has caused damage to a third party; (ix) the return of an Item, even if the Item has been initially paid by the Payor Bank, for any reason other than a breach by us of our duties under this Agreement; (x) any act or omission by us that is consistent with this Agreement or consistent with your written or oral instructions; (xi) the act, failure to act or the delay in acting by any financial institution other than us; or (xii) actions by third parties, such as the introduction of a virus, that delay, alter or corrupt the transmission of an Image to us. This provision will survive any termination of this Agreement.

XIII. Limitation of Our Liability.

13.01 General Limitation. You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other losses incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of the service or any other remote banking service, regardless of the form of action or

claim (whether contract, tort, strict liability or otherwise), even if we have been informed of the possibility thereof, except as otherwise required by law.

13.02 General Liability. In addition to and not in limitation of the limitations on liability set forth in the Commencement Bank Online Banking Terms and Conditions, we will have no liability to you except to the extent that such liability or loss is a direct, proximate result of the gross negligence or willful misconduct of us or our employees or agents, including, without limitation, liability for any of the following: (i) any damages, costs or other consequences caused by or related to our actions that are based upon information or instructions that you provide to us; (ii) any actions initiated or caused by you; (iii) the failure of third persons or vendors to perform satisfactorily; (iv) any refusal of a Payor Bank to pay an Item for any reason (other than due to our gross negligence or willful misconduct), including, without limitation, that the Check, Image or Item was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature; (v) any lack of access to telecommunications systems, the Internet or inability to transmit or receive data; (vi) failures or errors on the part of Internet service providers, telecommunications providers or any party's own internal systems; or (vii) any of the matters triggering your indemnification obligations.

13.03 Corrections. Our liability for errors or omissions with respect to any data we transmit or print will be limited to correcting the errors or omissions. Correction will be limited to reprinting and/or representing Items to the Payor Bank.

13.04 Aggregate Liability. Notwithstanding anything else in this Agreement, our liability to you for claims relating to this Agreement, whether for breach, negligence, infringement, tort or otherwise will be limited to an amount equal to the total fees paid by you to us under this Agreement for the twelve (12) month period immediately preceding the first event that formed the basis of the claim.

XIV. Exclusion of Warranties.

14.01 YOU AGREE THAT YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN THE SERVICES WILL BE CORRECTED.

14.02 We make no warranties as to the security of your communications via our facilities or the Services (whether such communications are directed within the Services, or outside the Services through telecommunications systems or the internet), or that third parties will not gain unauthorized access to or monitor your access device(s) or communications. You agree that we will not be liable for any such unauthorized access. You have the sole responsibility to secure your access devices.

XV. Other Agreements. You acknowledge that before you may use the Services, you must sign up for Online Banking, download our Mobile Banking Application, and agree to all applicable terms and conditions of these services. You agree to be bound by the terms of all clearinghouse agreements, operating circulars, image exchange agreements and other agreements to which we are a party, to the extent they apply to the Services. The terms and conditions of our current forms of Deposit Account Agreement, Mobile Banking Application End User Licensing Agreement and Commencement Bank Online Banking Terms and Conditions are incorporated by reference into this Agreement. You agree to the current terms of these agreements each time you use the Services. Where there is an inconsistency between a provision in one or more of such agreements and this Agreement, this Agreement will be controlling.

XVI. Miscellaneous Provisions.

16.01 Governing Law; Venue. This Agreement and all Services will be governed by and construed in accordance with the laws of the State of Washington. Any action by either party with respect to this Agreement must be brought in Pierce County, Washington in a court of appropriate jurisdiction. The substantially prevailing party in any action will be entitled to an award of all of its court costs and fees, including witness fees and attorney's fees.

16.02 Assignments. You may not assign your rights or obligations under this Agreement without our prior written consent. However, we may assign any of our rights or delegate our responsibilities under this Agreement to one or more third parties, including, without limitation, to third party vendors or to any affiliate or subsidiary without your consent. This Agreement will be binding upon us, you and each party's respective permitted successors and assigns.

16.03 Amendments. We may amend this Agreement at any time upon 30 days written notice to you.

16.04 Severability. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid, the invalid provision will be deemed to be removed, and the remainder of the Agreement will be enforced to the maximum extent permissible to effectuate the intention of the parties.

16.05 Waiver. Our failure to enforce any of our rights under this Agreement will not be deemed to be a waiver of our right to enforce such rights at a later time.

16.06 Force Majeure; Government Regulation. We will be excused from any failure to act or delay in acting if the failure or delay is caused by legal or regulatory constraints, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond our control.

16.07 Entire agreement. Except as specifically provided above, this Agreement represents the entire agreement between the parties with respect to the Services and supersedes all prior agreements and understandings between the parties with respect to the Services.

Appendix III to the Commencement Bank Online Banking Terms and Conditions

BILL PAY AGREEMENT

I. Introduction and Definitions. By clicking "I accept," you agree to comply with and be bound by the terms of this Agreement (the "Agreement"), which governs your use of the Commencement Bank Bill Pay service ("Bill Pay" or "the service"). To utilize Bill Pay, you must first enroll in and accept the terms and conditions of the Commencement Bank Online Banking service. Bill Pay is a function of the "Service," as defined in the terms and conditions. As used herein, "we," "our," "us" and "the Bank" refer to Commencement Bank, and "you" and "your" refer to each customer of the Bank who utilizes Bill Pay as well as any other person you may authorize to use Bill Pay on your behalf. "Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills (eBills). "Automated Clearing House, or ACH" is a Funds Transfer System governed by NACHA Operating Rules, which provides a method for clearing of electronic transactions between participating financial institutions.

II. Nature of Service. Bill Pay allows you to electronically pay bills or invoices ("bills") and perform account to account/external account transfers ("A2A"), from any checking account, including money market checking, you have with the Bank. You may not use Bill Pay to pay bills from any savings accounts. Access to the service is provided by a link within our Commencement Bank Online Banking service. Initially, you will need to provide certain information to register for the service. Once you have registered, then you may navigate to Bill Pay at any time and simply follow the on-screen instructions to perform transactions. Payees may be added by using Picture Pay to automatically capture Payee information or entering Payee information manually and enabling eBills, if available.

III. Costs. There is currently no separate charge for using Bill Pay, except for expedited delivery services. However, any normal account fees and service charges continue to apply, including insufficient funds and overdraft fees and stop payment fees incurred in connection with Bill Pay payment requests, as described further below. Also, you remain subject to your existing agreements with your mobile service provider and any other applicable third-party service providers, and those agreements may provide for fees, restrictions and other provisions (such as those relating to required data plans) that might impact your use of Bill Pay. We reserve the right to institute new fees or to change existing fees for using Bill Pay in the future, with advance notice to you. Please see current product fee/information sheet for current pricing.

IV. Multiple Person Bill Payment Accounts. If more than one person has access to a checking account, including money market checking, each person may individually enroll in the Bill Pay service. Each enrolled person needs a unique password but may choose to use the same Payee list, by contacting the Digital Services department. Each individual may terminate their enrollment in the Bill Payment service without affecting the Service for any other person enrolled in that Bill Payment service.

V. Account to Account/External Accounts. To use the account to account/external account transfer feature ("A2A"), you must first establish ownership of each external account you wish to link. This process may include verification through micro-deposits, use of online login credentials through a secure third-party service, or other methods as determined by the Bank. By providing information about an external account, you certify that you own or have full authorization to access and transfer funds to and from the account. The Bank reserves the right to reject or remove any linked account at its discretion and may delay or cancel transfers if verification cannot be completed.

VI. Eligible Bills; Payment Limits/Restrictions. Payments may be made only to Payees with a U.S. payment address, and all Payments will be made in U.S. Dollars. For security purposes, there are limits on the dollar amount for transactions you may make using Bill Pay. All payments must contain all of the information we require to process the payment, such as Payee name, address and account number. We may refuse to process any payment request that does not meet all of the above requirements, or that for any other reason we determine is not acceptable for processing through Bill Pay, and we will notify you of any such rejection. We may also notify you of other requirements from time to time, and we specifically reserve the right to impose limits on the dollar amounts, number or frequency of payments you may make via Bill Pay, or to place other restrictions on your use of the service, and to modify such limits or restrictions from time to time.

VII. Payment Scheduling and Processing. Payments may be scheduled as recurring, one-time current or future dated. If the designated Payee is on our list of businesses that accept electronic payments through the Automated Clearing House (ACH) network, we will send the payment in that form; otherwise, we will mail a paper check. There will be a delay between the time we process any payment and when the Payee receives the payment, so when scheduling payments, you should always allow adequate time before the due date for the Payee to receive the payment. We will not be responsible for any fees, interest or finance charges, or other expenses you may incur as a result of your failure to schedule the payment sufficiently in advance of the due date. Please note that the estimated delivery date displayed when we provide confirmation of your payment request is merely our best estimate, and delivery by that date is not guaranteed. Payment requests are not deemed received by us until you receive a confirmation number with an estimated delivery date.

VIII. Deduction of Funds from Account.

8.01 Recurring Payments. When scheduling a recurring payment, you complete the Payment Details, Delivery Options and Send Payments sections within the Bill Pay service. For electronic payments, funds will be deducted from your account on the "Send On" date. For paper check payments, funds will be deducted from your account when the check is cashed or otherwise presented for payment to the Bank.

8.02 One-Time Payments. When scheduling a one-time payment, you may select either the "Send On" date or the "Est. Delivery" date. Based on your selection, the system will populate the other date field appropriately. For electronic payments, the "Send On" date is the date the funds will be deducted from your account. For paper check payments, funds will be deducted from your account when the check is cashed or otherwise presented for payment to the Bank.

IX. No Duty to Monitor Payments. The Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. The Bank will not be liable in any way for damages you incur for any of the following reasons:

- Incorrect or incomplete information you provide to us;
- Insufficient funds in your Bill Payment Funding Account to make the payment on the processing date;
- Delays in mail delivery;

- Changes to the Payee's address or account number unless we've been advised of the change in advance;
- The failure of any Payee to correctly account for or credit the payment in a timely manner, or
- Any other circumstances beyond the control of the Bank

X. Payment Cutoff Time. For current day payment requests, if we receive your request before 3:00 pm Pacific Time on a Business Day, we will process the payment on that day. Payment requests received after this cutoff time or on a non-Business Day will be processed on the next Business Day. We may change our cutoff time at any time in our discretion.

XI. Partial Payment or Overpayment Requests. When using eBill or Picture Pay, if your instructions direct us to pay an amount that is either less or more than the amount due as shown on the bill, we will pay the amount you have directed us to pay. You are solely responsible for dealing with the Payee concerning any ramifications of making only a partial payment or overpayment.

XII. Insufficient Funds. If your account contains insufficient funds to cover a payment request at the time when funds are to be deducted from the account as described above, in our sole discretion we may either: (i) return the check unpaid or refuse to process the electronic payment; or (ii) pay the check or process the electronic payment and create an overdraft in the account; or (iii) check for sufficient funds to cover an electronic payment for up to three additional business days, processing the electronic payment on the business day funds are available within that time frame. In any of these scenarios, we may assess against the account or otherwise charge you an insufficient funds or overdraft fee. We will have no obligation or liability to you or any other person or entity if we do not complete a payment request or if we return a check upon presentment because there are insufficient funds in your account. In all such cases, you are solely responsible for either making alternate arrangements for the payment or rescheduling the payment through Bill Pay.

XIII. Canceling or Modifying Payment Requests. If you wish to cancel or modify a payment request you have previously scheduled through Bill Pay, you must do so before we have started processing the request. Once the service shows the payment status as "processing" or "in progress," you may not cancel or modify it through Bill Pay. In such cases, you may submit a stop payment request pursuant to our normal procedures and fees for attempting to stop payment on withdrawals from your account, but we cannot guarantee that we will be able to stop the payment. With particular respect to electronic payments, these normally cannot be stopped once they have begun processing.

XIV. Cooperation; Bill Retention. Upon our request, you agree to provide us any additional information we may need to process any payment request and to cooperate with us in the investigation of any requests or transactions (such as unusual or potentially fraudulent requests, or transactions that are the subject of claims or disputes by you or us), including by providing any originals or copies of bills or other documents in your possession. For Picture Pay, you agree to retain the original of any bill for which you have requested payment through Bill Pay for at least 14 days after the send on date of the payment request.

XV. Liability Limitations. In addition to and not in limitation of the limitations on liability set forth in the Commencement Bank Online Banking Terms and Conditions and as noted in the "Electronic Funds Transfer Agreement and Disclosures" section of the Commencement Bank Online Banking Terms and Conditions, your and our rights, responsibilities and liability in connection with consumer electronic funds transfers (including Bill Pay transactions), which are prescribed by federal law, are described in the Electronic Funds Transfer disclosures you have previously received in connection with your account(s). Except to the extent applicable law may require otherwise, the Bank expressly disclaims any liability to you or any other person or entity related to Bill Pay transactions, including liability for any indirect, special, incidental, consequential or punitive damages. Without limiting the generality of the preceding sentence, we will not be liable in any way for any losses or damages caused by: (i) your failure to have sufficient funds in the designated account to make the payment at the time we attempt to deduct the funds, as described further above; (ii) delays in mail delivery; (iii) changes to the Payee's address or account number, unless you have advised us of the changes sufficiently in advance; (iv) the failure of any Payee to correctly account for or credit the payment in a timely manner; or (v) any other circumstances beyond the Bank's control.

Appendix IV to the Commencement Bank Online Banking Terms and Conditions Person to Person Transfer Service Agreement

This Agreement ("Agreement") contains the terms governing your use of the Person to Person (P2P) Transfer Service (the "Transfer Service") as offered by Commencement Bank ("the Bank"). Please read this Agreement carefully. By agreeing to this Agreement or using the Transfer Service, you are agreeing to the terms of this Agreement. This Agreement includes, among other things:

- your agreement that each time you use the Transfer Service, you are authorizing and instructing us to send emails and text messages to the recipient on your behalf;
- your commitment to us that each person we send a text message or email on your behalf has given you permission for us to do so;
- our obligations to you;
- your obligations as a user of the Transfer Service;
- circumstances under which we may reverse or modify transactions or remove funds from your account;
- the ways in which we may send you notices and disclosures;
- your agreement with us to use binding arbitration for most disputes arising under this Agreement or concerning the Transfer Service and to waive the right to a trial by jury;
- your waiver of class-action rights;
- limitations on our liability to you;

Your agreement to these terms is essential to our agreement to provide the Transfer Service and our pricing of the Transfer Service.

In addition, in this Agreement:

- "Business Day" means Monday through Friday, excluding Saturday, Sunday and federally recognized holidays, as listed on CommencementBank.com, for bank accounts and products and/or services.
- "Deposit Account" means a transaction account that has been identified by the financial institution holding the account as eligible to receive money from Funds Transfers.
- "Funding Account" means a transaction account that has been identified by the financial institution holding the account as eligible to serve as a funding account for Funds Transfers.
- "Customer" means a person who is any one or more of the following:
 - an individual, business or government agency enrolled in the Transfer Service through any Participating Financial Institution;
 - an individual or business that is enrolled in the Transfer Service to receive funds at the Customer's Financial Institution; or
 - an individual, or business that is not yet enrolled in the Transfer Service, but with whom you attempt to initiate a Funds Transfer.
- "Participating Financial Institution" means any financial institution which is participating in, or cooperating with the Transfer Service. We are a Participating Financial Institution.
- "Customer's Financial Institution" means any financial institution, including a Participating Financial Institution, holding a Customer's account that the Customer has authorized to receive a transfer of funds as a result of a Funds Transfer.
- "Funds Transfer" means a transaction initiated through the Transfer Service to:
 - transfer funds out of your Funding Account to a Customer; and/or
 - receive a transfer of funds into your Deposit Account from a Customer.

I. Overview of Transfer Service

1.01 The Network. We have partnered with Visa Direct and MasterCard Send to enable a convenient way to transfer money between you and Customers who have eligible accounts or enrolled with another financial institution that partners with those same entities. Aliases such as email addresses or mobile phone numbers may be used to prompt a Customer to provide eligible account data so that a transfer may take place.

1.02 Terms and Conditions of Transfer Service.

Your use of the Transfer Service will be subject to this Agreement, and also to the following, which are considered part of this Agreement:

- the terms or instructions appearing on a screen when using the Transfer Service;
- our rules, procedures, and policies and the account agreements applicable to the Transfer Service and your Funding, Deposit and Payment Accounts, as amended from time to time; and
- applicable state and federal laws and regulations.

Subject to all the terms and conditions of this Agreement, you may use the Transfer Service to engage in Funds Transfers with other individuals or businesses who are Customers with eligible accounts.

1.03 The Transfer Service is an Online Financial Service. You agree that you are enrolling as a Customer of the Transfer Service. You agree that you will only use the Transfer Service for Funds Transfers entered into for lawful purposes. You agree that you will not use the Transfer Service to send or receive money from anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law.

II. Eligibility to Use the Transfer Service. In order to use the Transfer Service you must have an eligible Funding Account or a Deposit Account. The Funding Account and the Deposit Account may be the same account. For the Transfer Service offered directly through the Bank's mobile application, eligible Funding Accounts and Deposit Accounts include checking or savings accounts. In order to receive funds into your Deposit Account, that account must be in good standing. In order to transfer funds out of your Funding Account to another individual or business, you must have an available balance in that account. We may, from time to time, introduce new features to the Transfer Service. When this happens, we will update our website to include them.

III. Registering an Email Address or Phone Number. As part of enrollment into the Transfer Service, your email address or phone number may be stored for the use of prompting to enter account information or notification that a transfer has been initiated.

IV. Use of Telephone Calls, Emails and Text Messages

4.01 Sending Emails and Text Messages on Your Instruction. Each time you send money using the Transfer Service, you are also authorizing and instructing us to send emails and text messages to the recipient concerning the Funds Transfer. You agree that these emails and text messages are sent on your behalf. You represent and warrant to us that for each person you instruct us to send emails and text messages, you have received permission from that person for us to do so. Please note:

- Each time you initiate a Funds Transfer, you are authorizing and instructing us to send both an initial email or text message to the recipient and, at our discretion, a follow-up or reminder message with respect to the same Funds Transfer.
- These emails and text messages may identify you by name and may state that we are sending them on your behalf and according to your instructions.

4.02 Communicating with You. You agree that we may from time to time make telephone calls, send emails and text messages to you in order to:

- notify you of Funds Transfers, or
- service your accounts,

You agree that we may call using prerecorded/artificial voice messages or send text messages and, for both calls and text messages, may also use automatic telephone dialing systems. We may call you and send messages to you at any email address, telephone number, or mobile phone number you have provided to:

- us,
- any other Participating Financial Institution,
- a Customer.

You represent and warrant to us that you are the owner or have the delegated legal authority to act on behalf of the owner to use and control each such email address, telephone number or mobile phone number you have provided to any of these persons for use with the Transfer Service. You further acknowledge and agree that:

- You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- You will immediately notify us if any email address or mobile phone number you have registered for use in the Transfer Service is (i) surrendered by you, or (ii) changed by you.
- In the case of any messages that you may send through us or that we may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send on your behalf may include your name.
- Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us including messages that you may send through us, that we may send, or may send on your behalf.
- To cancel text messaging from us, send STOP when prompted. For help or information regarding text messaging contact our customer service number. You expressly consent to receipt of a text message to confirm your "STOP" request.

In the event you ever withdraw this consent, and notwithstanding that withdrawal, you expressly authorize us to use any of the methods described above to send you messages confirming your instructions sent to us via text message, including a confirmation from us in the event you withdraw your consent.

4.03 Declining to Use an Email Address or Telephone Number. We may, in our sole discretion and for any reason, decline at any time to accept or use, or to continue to accept or use, any specific email address or telephone number provided to us by any person.

V. Fees for the Transfer Service. Fees may apply to your use of the Transfer Service. Any fee you will be charged will be disclosed before you initiate a Funds Transfer. Depending on the types of accounts and services you keep with us, fees may be waived. We may change the fees that apply to the Transfer Service, and the circumstances under which the fees may be waived, at any time for any reason. We will give you reasonable notice of such change as required by law. The Funding Account used for the Funds Transfer will be the account from which fees for the Transfer Service will be deducted. You authorize us to collect the fees from your Funding Account.

VI. Accessing Your Funding Account; Terminating Access

6.01 Gaining Access. You authorize us to provide access to your Funding Account and Deposit Account through the Transfer Service to initiate and complete Funds Transfers. To access the Transfer Service you must have a username, a password, and the required hardware and software to use Commencement Bank Online Banking. You must also comply with any other security procedures and policies we may establish from time to time as provided in the Commencement Bank Online Banking Terms and Conditions. You must provide all telephone and other equipment, software (other than any software provided by us), and services necessary to access the Transfer Service. Not all types of accounts are eligible for Funds Transfers. We reserve the right to decline the use of any account as a Funding Account or Deposit Account that we believe may present a risk to you, us or any third party.

6.02 Terminating Access. In the event (i) you violate any terms of this Agreement, (ii) there are one or more unauthorized or fraudulent transactions related to your Funding Account, Deposit Account or use of the Transfer Service, or (iii) we incur problems with your use of the Transfer Service, you agree that we may suspend or terminate your access to the Transfer Service at any time.

We may, in our sole discretion, at any time and without prior notice to you or other Transfer participants, suspend or terminate:

- the Transfer Service,
- your ability to send or receive funds through a Funds Transfer,

- your ability to send funds through a Funds Transfer, while continuing to permit you to receive funds through a Funds Transfer.

6.03 Application of this Agreement after Reinstatement. In the event your access to the Transfer Service is terminated or suspended for any reason and then later reactivated or reinstated, you agree that this Agreement, or any revised or amended version of this Agreement in effect at the time of reactivation or reinstatement, will continue to apply to your Funds Transfers and use of the Transfer Service.

VII. Privacy; Authorization to Use Information; Obligation to Update Contact Information

7.01 Commitment to Privacy. We are committed to protecting your privacy. For information about how we treat information that you provide us through the Site, please see our Privacy Policy at www.commencementbank.com/privacy-policy.

7.02 Use of Personal Information to Identify You and Process Funds Transfers. You authorize each Participating Financial Institution to use the email addresses and telephone numbers that are associated with you to process and route Funds Transfers to and from your Funding Account and Deposit Account. In particular, if you receive notice of a Funds Transfer via any email address or via text message at any telephone number, and authorize or accept completion of the Funds Transfer, then you are also authorizing all Participating Financial Institutions to associate that email address or telephone number with you and with your Funding Account and Deposit Account.

You agree that we may provide information about you to:

- any Customer you contact, communicate with, send funds to, or receive funds from, using the Transfer Service, and
- any Customer's Financial Institution, or any other person, engaged in processing, facilitating, or delivering Funds Transfers to which you are a party.

The information we provide may include your name, address, telephone number, and email address. You irrevocably waive any provision of our Privacy Policy, available at www.commencementbank.com/privacy-policy which would prevent us from providing this information in connection with any Funds Transfer to which you are a party.

7.03 Additional Provisions Concerning Use of Information. You agree that we may obtain such additional information as we deem reasonably necessary to insure that you are not using our Transfer Service in violation of law, including, but not limited to, laws and regulations designed to prevent "money laundering" or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department. You understand that in order to complete a Funds Transfer using the Transfer Service, it may be necessary for us to communicate with other financial institutions and other participants in the Transfer Service concerning the Funds Transfer. You agree that we may use, copy, modify, update, display, and distribute to other persons any information or data you provide to us for the purpose of processing Funds Transfers or providing the Transfer Service, and you give us a license to do so.

You authorize us and other Participating Financial Institutions to use information you provide to us, and information concerning your Funds Transfers in order to:

- initiate and complete Funds Transfers, and
- provide ancillary and supporting services to facilitate your Funds Transfers and use of the Transfer Service.

Your authorization includes, but is not limited to, providing such information to:

- Customers to whom you send funds or from whom you receive funds, using the Transfer Service,
- Customer's Financial Institutions, and
- any intermediary or service that is in any way facilitating or processing the Funds Transfer.

We may also disclose information to third parties about your account or the transfers you make in order to process your transactions or to verify the existence and condition of your account. The third parties may include transactions processors, clearinghouses, credit bureaus and merchants. Each time you use the Transfer Service, you represent and warrant to us that:

- you have the right to authorize us to access your Funding Account to effect a Funds Transfer or for any other purpose authorized by this Agreement,
- you are not violating any other person's rights when you provide us information and instruct us to initiate or complete a Funds Transfer, and
- all the information you provide to us is true, current, accurate, and complete.

We will maintain audit logs that track your access, view, and use of electronic data in connection with your use of the Transfer Service. These audit logs may include, but are not limited to, detailed information about your transactions and communication with other Transfer Service participants.

7.04 Changes to email addresses and telephone numbers. You agree that you will notify us immediately in the event of a change to any email address or telephone number that has been provided to us and is associated with you. You may instruct us to change any email address or telephone number we associate with the Transfer Service at any time. Address and telephone number changes may be initiated:

- at your request;
- if we receive notice of change to your email address or telephone number from any Participating Financial Institution or any common carrier; or
- if we receive information from another party in the business of providing correct contact information that the email address or telephone number in our records no longer is associated with you.

We may continue to rely on any email address or telephone number that has been provided to us until you notify us of a change. We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction.

VIII. Power of Attorney. For as long as you are using the Transfer Service, you give to us a limited power of attorney and appoint us as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the Funding Account and Deposit Account, and to complete Funds Transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with completing Funds Transfers, including verifying the content and authenticity of any Funds Transfer instruction for the purposes of security procedures applicable to Funding Accounts and Deposit Accounts, as fully to all intents and purposes as you might or could in person. Once we have actual knowledge that you wish to cease using the Transfer Service as provided in this Agreement and have a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by us in good faith before we have actual knowledge of the

termination by you and have a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you. This limited power of attorney shall not be affected by your subsequent incapacity.

You understand and agree that your relationship with each person to whom you send money to, or receive money from, is independent of the Bank and your use of the Transfer Service. We will not be responsible for any acts or omissions by these persons. You acknowledge and agree that when the bank is affecting a Funds Transfer from or to any of your accounts, we are acting as your agent, and not as the agent or on behalf of any third party. You agree that the Bank, its affiliates, service providers, and partners shall be entitled to rely on the authorization, agency, and power of attorney granted by you in this Agreement.

IX. Limitation of Liability. In addition to and not in limitation of the limitations on liability set forth in the Commencement Bank Online Banking Terms and Conditions, you agree that notwithstanding any other provision of this Agreement, we shall not be liable for any costs, fees, losses or damages of any kind incurred by you as a result of (1) our access to the accounts; (2) our ability or inability to debit and/or credit the accounts in accordance with your Funds Transfer instructions; (3) any inaccuracy, incompleteness or misinformation contained in the information retrieved on the accounts; (4) any charges imposed, or actions taken, by any other financial institution; (5) any Funds Transfer limitations set by other financial institutions; and/or (6) liability arising from the receipt or non-receipt of third party notifications sent to transfer funds recipients' email addresses or cell phone numbers provided to us. We shall have no liability to you for any such transfers of money, including without limitation, (i) any failure, through no fault of us to complete a transaction in the correct amount, or (ii) any related losses or damages. We shall not be liable for any typos or keystroke errors that you may make when using the Transfer Service. You agree that you, not we, are responsible for resolving any payment or other disputes that you have with any other user with whom you send money to, or receive money from, using the service.

X. Your Funds Transfers to Others

10.01 Types of Funds Transfers. We may from time to time make available additional or new features to the Transfer Service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. We may at any time decline any Funds Transfer for any reason, including any Funds Transfer that we believe may violate applicable law. You represent and warrant to us that:

- all Funds Transfers you initiate are for your own account, and not on behalf of another person,
- you are not receiving any fee or compensation from any other person in return for initiating a Funds Transfer, and
- you are authorized by the receiving Customer to make Funds Transfers to the Customer's account at the Customer's Financial institution.

10.02 Sending Funds. You may send funds to another Customer at your initiation. You understand that use of this Transfer Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your Deposit Account. You understand that when you send the payment, you will have no ability to stop it. In most cases, when you are sending funds, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, and the other Participating Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the funds. You understand and acknowledge that a person to whom you are sending funds and who is not registered as a Customer may fail to complete the request for account information required to complete the transaction, or otherwise ignore the payment notification, and the transfer may not occur. The funds may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. We have no control over the actions of other Customers, other Participating Financial Institutions or other financial institutions that could delay or prevent your funds from being delivered to the intended Customer.

10.03 Frequency of Funds Transfers. We may limit the number of transfers you may make; however, you may not make transfers in excess of the number of Funds Transfers allowed by the rules governing the applicable accounts. We may from time to time for security and risk management reasons modify the limit, the frequency, and the dollar amount of transfers you can make using the Transfer Service. The limits on the frequency and dollar amount of transfers are solely for the protection of the Bank.

10.04 Dollar Amount of Funds Transfers. You may not make transfers in excess of limits prescribed by the Bank for security purposes and/or in compliance with network operating rules. The amount of money you can send will vary based on the type of Funding Account you use, your recipient and the transaction history for each recipient. Transfer limits applicable to Customers of other financial institutions are governed by the Customer's Financial Institution's transfer service agreements. We reserve the right to change from time to time the dollar amount of transfers you are permitted to make using the Transfer Service. For example, in the event that your use of the Transfer Service has been suspended and reinstated, you understand and agree that your use of the Transfer Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us. All transfer limits are subject to temporary reductions to protect the security of customer accounts and/or the Transfer Service. Your transfer limits may vary from those of other Customers, depending upon criteria we establish from time to time.

10.05 Funds Transfers Subject to the Rules of the Funding Account. All Funds Transfers are subject to the rules and regulations governing your Funding Account. You agree not to initiate any payments from an account that are not allowed under the rules or regulations applicable to that account, including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations. You agree that any Funds Transfer to a Customer's account which is not with a Participating Financial Institution will also be governed by the NACHA Operating Rules and any applicable card network rules (e.g. Visa or Mastercard).

10.06 Funds Transfer descriptions. We may, in our sole discretion, permit you to add a description or comment concerning the Funds Transfer that will be transmitted to the recipient. You agree that if we permit you to add a description or comment concerning the payment to your recipient that you will not include inappropriate or abusive language, messages or content in the description or comment. You agree that we may monitor the contents of the description or comment, and may delete or edit the message if we believe any of the content is inappropriate or abusive, in our sole and absolute discretion, and shall have no liability for any such deletion or edits.

10.07 Failure or Rejection of Funds Transfers. We do not make any representation or warranty that any particular Funds Transfer can be completed, or that it can be completed within a particular period of time. Any estimate we may provide concerning the completion date for the Funds Transfer is only an estimate, and is not binding on us. You understand and agree that we have no control over the actions of other Customers,

or of other financial institutions (including Customer's Financial Institutions), that may prevent a Funds Transfer from being completed or may delay its completion. You understand and agree that we may not be able to complete a Funds Transfer if:

- the receiving Customer does not enroll in or register with the Transfer Service;
- the receiving Customer does not complete the necessary steps in providing needed information to complete the transfer; or,
- the receiving Customer does not register with the Transfer Service the specific email address or telephone number you have provided to us for them.

Upon learning that a Funds Transfer from your Funding Account to a Customer cannot be completed for any reason, we may, but are not required to, make a reasonable effort to complete the payment again. If the Funds Transfer is not completed, we may try to notify you to contact your intended recipient but are not required to do so. If you do not have enough money in your Funding Account to make a Funds Transfer, we may reject your request. We reserve the right to decline or cancel any payment instructions or orders or to carry out change or cancellation requests. We may, in our sole discretion, decline to initiate or complete a Funds Transfer for any reason. We may, in our sole discretion, accept instructions from any Customer or from a Customer's Financial Institution to block your attempts to use the Transfer Service to initiate Funds Transfers with that Customer or customers of that institution.

10.08 Authorization for Funds Transfer and Suspense of Funds. You agree that each payment instruction you give us is an authorization to make a Funds Transfer on your behalf. You authorize us to withdraw the funds from your Funding Account immediately upon receiving your instruction for the Funds Transfer and to place the funds in a suspense account pending completion of the Funds Transfer. You understand and agree that in the case of a Funds Transfer to a person who has not yet enrolled in the Transfer Service, or if your Funding Account has been open for less than 30 days, we may hold your funds in the suspense account for up to 15 Business Days before either returning the funds to you or sending them to the recipient. You also agree that the Customer's Financial Institution receiving the funds for a Funds Transfer may hold those funds for a reasonable period of time while attempting to identify a Deposit Account for a Customer who has either:

- not yet enrolled in the Transfer Service;
- not yet identified a Deposit Account, or
- closed the recipient's prior Deposit Account but still has other accounts open with the Customer's Financial Institution.

You understand that the Customer's Financial Institution receiving the funds may require a Customer to manually accept each Funds Transfer you send to the Customer. If the Customer does not accept the Funds Transfer within the time frame set by the Customer's Financial Institution, the funds will be returned to you. **You understand and agree that we have no control over whether or not the Customer's Financial Institution will require manual acceptance, or how long the Customer's Financial Institution will hold the funds before returning them.**

You authorize us to act as your agent in receiving and processing any return of funds as we deem appropriate.

10.09 No Right to Cancel or Stop a Funds Transfer. Funds Transfers that are in process cannot be cancelled or stopped. **You agree that you, and not we, will be responsible for resolving any payment dispute with any Customer to whom you send or attempt to send money through a Funds Transfer.**

XI. Processing Payments By Other Customers to You; Refunding Payments and Payment Disputes.

11.01 Payments to You From Other Customers. You authorize other Customers to transfer funds to you as part of the Transfer Service. Funds Transfers we receive from a Customer on your behalf will be credited to your Deposit Account. All payments received are subject to the rules and regulations governing your Deposit Account. Most transfers of funds to you from other Customers will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, and the other Participating Financial Institutions, we may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment. You agree that we may hold funds we receive on your behalf for a reasonable period of time while attempting to identify a Deposit Account if you have either:

- not yet identified a Deposit Account, or
- closed your prior Deposit Account but still have other accounts open with us.
- we may return all or part of any Funds Transfer to the sending financial institution, at any time and in our sole discretion, if either:
 - we are unable to establish that you are the intended recipient of the Funds Transfer,
 - you do not register with the Transfer Service the specific email address or telephone number the sending Customer has provided to us for you,
- we reasonably believe that completing the Funds Transfer would violate any applicable law or regulation,
- the Transfer Service Participant sending the funds has exceeded any of the sending limits established by the sender's financial institution for Funds Transfers,
- you have exceeded or will, by receiving the pending Funds Transfer, exceed any of your receiving limits for Funds Transfers,
- we are advised that either the Participating Financial Institution, the Customer initiating the Funds Transfer, or the owner of the Funding Account from which the payment was made, has alleged that the Funds Transfer was fraudulent or unauthorized, or
- you do not identify a Deposit Account within a reasonable time.

11.02 Refunding Payments Made to You By Customers. You agree that you are responsible for the full amount of any Funds Transfer we credit to your Funding Account which is later reversed for any reason. You agree that we may withdraw the full amount, or any portion, of any reversed or disputed Funds Transfer, plus any applicable fees, from your Funding Account or from any other account you have with us, without prior notice to you. You agree that you, and not we, will be responsible for resolving any payment dispute with any Customer from whom you receive or attempt to receive money through a Funds Transfer.

11.03 Discharge of Obligations. You understand and agree that the extent to which a Funds Transfer discharges an underlying obligation you have to the recipient of a Funds Transfer, or an underlying obligation owed to you by the sender of a Funds Transfer, will be determined by your agreement with the other party and applicable law.

XII. Funds Transfer History. Your Funds Transfers will appear in the online transaction history and in the periodic statements for your Funding Account.

XIII. Your Responsibility for Errors. You understand that we must rely on the information provided by you and you authorize us to act on any instruction, which has been or reasonably appears to have been sent by you, to submit Funds Transfer instructions on your behalf. You understand that financial institutions receiving the Funds Transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You agree to accept full responsibility for losses resulting from any of your errors, duplication, ambiguities, or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

XIV. Miscellaneous. Subject to the terms of this Agreement, the Transfer Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or any authorized third party's control. Live customer service generally will be available Monday through Friday during regular bank hours of operations, excluding federally recognized holidays, as listed on CommencementBank.com.