#### Online Banking Terms and Conditions

Washington Financial Bank ("We," "Us" or "Our") hereby publishes the following terms and conditions for User's ("You" or "Yours") use of Online Banking services. You agree that the following uses of Online Banking are strictly prohibited. You agree to indemnify, hold harmless, and defend Us from and against any losses and claims, actions, suits, judgments and expenses (including court costs and reasonable fees of attorneys, accountants and expert witnesses) at Your expense, arising from Your failure to abide by these restrictions on use of Online Banking.

- 1. Use of Online Banking for wire transfer of funds;
- 2. Unauthorized communication of any charge or credit card information belonging to any other person or entity;
- 3. Unauthorized communication of any information concerning any password or other online access number, code, or identification or any other proprietary information belonging to any other person or entity;
- 4. Communicating any obscene or defamatory information, including but not limited to on bulletin boards or in conjunction with E-mail; or
- 5. Use of Online Banking in violation of any telecommunication, postal, or other applicable law, rule, regulation or treaty including, but not limited to any law, rule or regulation of the United States or of any other country, or in furtherance or in the commission of any crime or for other unlawful or improper purpose;
- 6. Use of Online Banking to copy or to distribute or transmit copies of copyrighted materials belonging to any other person or entity unless, and only to the extent that, the owner has provided express permission to You permitting such activity; copying or distribution or transmitting copyrighted materials other than with permission as specified above is expressly prohibited.

#### Online Banking Bill Payment Terms and Conditions

Washington Financial Bank ("We," "Us" or "Our") hereby publishes the following terms and conditions for User's ("You" or "Your") use of bill payment services via the Internet. Washington Financial Bank reserves the right to modify these terms and conditions at any time, effective upon publication. Customer's use of bill payment services constitutes agreement to these terms and conditions and any modifications thereof.

1. When You use Online Banking Bill Payment, You agree to provide the correct name, address and account information of the creditors or others whom You want to be paid, as well as the correct payment amount. The limitations on the transfers and

- payments You may make are described in the Disclosures of Rights and Responsibilities.
- Funds will arrive at Your targeted creditor and/or account as close as reasonably possible to the date You designate in Your payment and/or transfer instruction ("Payment Date"). Subject to the terms and conditions of this Agreement, You authorize Us, and any third party acting on Our behalf, to choose the most effective method to process the payment and/or transfer, including electronic means, paper or some other draft means or any other effective means. Payment Date You indicate must always be an Online Banking Bill Payment business day (as described in the Disclosures of Rights and Responsibilities). If it is not, the Payment Date will be deemed to be the first Online Banking Bill Payment business day after the date indicated.
- 3. When You pay bills using Online Banking Bill Payment, You must be sure that the Payment Date You choose is on or before the creditor's due date, not the late date. Since the time for Us to process Your payment varies according to the particular creditor, You must become familiar with the payment processing time for each creditor You want to pay, and allow the appropriate number of business days between the day You give Us Your payment instruction and the Payment Date.
- 4. Online Banking Bill Payment may not be used to transmit alimony, child support or other court-directed payments or tax payments.
- 5. We reserve the right to refuse to make any payment and/or transfer.
- 6. You agree to maintain sufficient funds in the funding account on the Payment Date You request.

### Online Banking Online Banking Bill Payment Disclosure of Rights and Responsibilities

Washington Financial Bank ("We", "Us" or "Our") hereby discloses important rights that Customers ("You" or "Your") have when You use Our Online Banking and/or Online Banking Bill Payment services, and the responsibilities that go with them.

#### Services

In Your Agreement, You signed up for Online Banking. You may also have signed up for Online Banking Bill Payment. You may use Your username combined with Your password for the following services:

#### Online Banking

- Get up-to-date balances on Your deposit accounts.
- View account details via the register, including check images.
- View Online statements.
- Access and analyze Your personal finances with the report function.

- Transfer funds from one Washington Financial account to another.
- Download banking transactions through Quicken or Microsoft Money.
- Communicate with us via E-mail.

The Online Banking Business Days are Monday through Friday excluding holidays.

#### Online Banking Bill Payment

- Pay bills, subject to these limitations:
  - No single payment may exceed \$9,999.00.
  - All payments must be for \$1.00 or more.
  - On any single day, You may not schedule more than \$25,000 for payment, and
  - No more than \$25,000 can be sent out from Your account on any single day, not including any transfers between Washington Financial accounts.
- Communicate with us via E-mail.

The Online Banking Bill Payment Business Days are Monday through Friday excluding holidays.

#### **Expedited Payments**

An expedited payment allows You to pay Your bills faster. Depending on the recipient, payments may either be the same or next day. A convenience fee of \$5.95 will be charged for electronic expedited payments and \$12.95 for overnight checks. A transaction limit of \$9,999.00 applies.

Expedited electronic payments must be effected by 9:00 p.m. EST. Electronic payments are processed several times a day based on the time of day and the cut-off time that the payee is available to accept payments that day.

Overnight checks must be set up prior to 7:45 p.m. EST. Overnight check payments submitted on a non-business day or after the cut-off are processed the next business day. Expedited payments cannot be sent to P.O. Boxes or addresses in AK and HI.

All other conditions applicable to the Bank's Bill Pay service are in effect over expedited payments except for those situations where expedited payments terms and conditions are in conflict. In those instances, the Expedited Payments terms and conditions apply.

#### Liability for Failure to Make Payments or Transfers

If We do not complete a payment and/or transfer on time or in the correct amount, We will be liable for Your losses or damages. However, there are some exceptions. We will not be liable, for instance,

- 1. If, through no fault of Ours, You do not have enough money in Your account to make the payment and/or transfer.
- 2. If the transfer or payment would cause You to go over credit limit of Your overdraft line.
- 3. If We have identified You as a credit risk and have chosen to make all payments and/or transfers initiated by You utilizing a paper, as opposed to

- electronic method, or We have terminated your subscription to the Services.
- 4. If Online Banking and/or Online Banking Bill Payment, Your equipment, or any communications link is not working properly and You knew about the breakdown when You started the transfer.
- 5. If You have not provided us with the correct information for creditors You want to pay.
- 6. If the creditor mishandles or delays handling payments sent by Us.
- If circumstances beyond Our control (such as, but not limited to, fire, flood or interference from an outside source) prevent the payment or transfer despite reasonable precautions that We have taken.

Notwithstanding any provision set forth herein and except as otherwise provided by law, We will be liable only for Our gross negligence or willful misconduct. We are not responsible for any other loss, damage or injury, whether caused by Your equipment, Online Banking and/or Online Banking Bill Payment, or any technical or editorial errors in the website, help screens or online help related to Online Banking and/or Online Banking Bill Payment. We shall not be responsible for any direct, indirect, special or consequential damage arising in any way from the use or maintenance of Your equipment or Online Banking and/or Online Banking Bill Payment, except where the law requires a different standard.

WE AND OUR SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO ONLINE BANKING AND/OR ONLINE BANKING BILL PAYMENT SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER WE OR OUR SUPPLIERS NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF ONLINE BANKING AND/OR ONLINE BANKING BILL PAYMENT SERVICES ASSUME ANY RESPONSIBILITIES WITH RESPECT TO YOUR USE THEREOF. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OUR SUPPLIERS OR ANY OF THEIR EMPLOYEES OR OUR EMPLOYEES SHALL CREATE A WARRANTY, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

### Your Liability for Unauthorized Payments

The limitations of liability contained below or elsewhere do **not** apply to You if You are not a consumer who uses this account primarily for personal, family or household purposes. If You are not a consumer who uses this account primarily for personal, family or household purposes, *Your liability may be unlimited*.

TELL US AT ONCE if You believe Your password has been lost, stolen or misappropriated. 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 believe Your password has been lost or stolen, and You tell us within two (2) business days after You learn of the loss or theft, You can lose no more than \$50.00 if someone used Your password without Your permission.

#### Your Liability For Unauthorized Payments (continued)

If You do NOT notify Us within two (2) business days after You learn of the loss or theft of Your password, and We can prove that We could have stopped someone from using Your password without Your permission if You had told Us, You could lose as much as \$500.

#### Statements

The limitations of liability contained below or elsewhere do **not** apply to You if You are not a consumer who uses this account primarily for personal, family or household purposes. If You are not a consumer who uses this account primarily for personal, family or household purposes, Your liability may be unlimited, regardless of when You notify Us of errors or transactions You did not make.

All payments and/or transfers made via Online Banking and/or Online Banking Bill Payment will be listed on Your monthly account statements ("Statement") that You receive from Us.

If Your Statement shows payments and/or transfers that You did not make, tell Us at once. If You do not tell Us within sixty (60) days after the Statement was mailed to You, You may not get back any of the money You lost after the sixty (60) days if We can prove that We could have stopped someone from taking the money if You had told Us in time. If a good reason (such as a hospital stay or a long trip) prevented You from telling Us, We will extend the time periods.

If You believe Your password has been lost or stolen or that someone has transferred or may transfer money from Your account without Your permission, call (724) 222-3120 or send Us an E-mail message through the system or write

Washington Financial Online Banking 77 South Main Street Washington, PA 15301

In case of errors or questions about Your electronic transfers, telephone Us at (724) 222-3120 or E-mail Us through the system or write Us at the above address as soon as You can if You think Your Statement or receipt is wrong or if You need more information about a payment and/or transfer listed on the Statement or receipt, We must hear from You no later than sixty (60) days after We mailed the FIRST Statement on which the problem or error appeared.

When You call, E-mail or write Us,

- 1. Tell Us Your name and account number
- Describe the error or the payment and/or transfer You are unsure about and explain as clearly as You can why You believe it is an error or need more information.
- 3. Tell Us the dollar amount of the suspected error.

#### Statements (continued)

If you tell Us orally or by using Online Banking and/ or Online Banking Bill Payment electronic mail, We may require that You send Your complaint or question in writing within ten (10) business days.

We will tell You the result of our investigation within ten (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 forty-five (45) business days to investigate the complaint or question. If We decide to do this, We will credit your account within ten (10) business days for the amount You think is in error so that You may have the use of the money during the time it takes Us to complete Our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within ten (10) business days, We may not credit Your account.

If We decide that there was no error, We will send You a written explanation within three (3) business days after We finish Our investigation. You may ask for copies of documents that We used in Our investigation.

#### Disclosure of Account Information to Third Parties

We will disclose information about Your accounts or the transfers You make:

- 1. Where it is necessary for completing transfers; or
- In order to comply with government agency or court orders; or
- 3. In order to verify the existence and condition of Your account for a third party such as a credit bureau or creditor; or
- 4. If You give Us Your written permission.

#### Charges

If Your subscription is suspended, transactions which were previously initiated may still continue to be processed. If Your subscription is suspended, We will notify You by mail to the address You have listed with us. You are obligated to inform Us of any change of address. If You have any questions or would like to be reinstated, please contact Customer Service. With respect to any failed payment and/or transfer, You agree to reimburse Us within fourteen (14) days after notice is sent to You for any funds that We paid but could not recover from the recipient or by charging one of Your accounts.

If You do not pay any amount owed to Us when due, You agree to pay interest on the unpaid balance at the rate of 18% per annum, or 1.5% per month (or the maximum rate allowed by applicable law, if less). If Your debt has to be referred to a third party for collection, You agree, to the extent permitted by law, to pay all costs and fees incurred, including reasonable attorneys' fees and costs.

## Federal E-SIGN Act Disclosure and Consent

We are pleased to offer you the opportunity to receive information about your account electronically. If you would like to receive correspondence from us via email/on-line banking/mobile banking, instead of paper copies through the mail, please review this notice and provide your consent. This notice applies to all documents, notices and disclosures that we provide to you relating to the account for which you are applying, except as otherwise prohibited by law. By consenting to this E-Sign Disclosure you are not only consenting to all future notices related to your account being provided electronically, but also to all notices associated with any additional products and services available to you through this account (i.e. mobile banking, P2P, cardless cash, etc.).

Please read this Federal Electronic Signatures in Global and National Commerce Act ("E-SIGN") Disclosure and Consent carefully and print a copy for your records. You can record your consent to the E-SIGN disclosure by placing a checkmark in the box on the webpage. By checking the box on the webpage, you consent to the electronic delivery of any disclosures, agreements, change notices, changes to the terms and conditions of your account and any other documents or notices (together, the "Documents") that we provide to you relating to your account. You have the right to request a paper copy of disclosures; we will not provide you with paper (non-electronic) copies of any Documents unless specifically requested by you. You may incur a fee for paper copies. Please contact us for more information about the fee.

## **Electronic Delivery of Disclosures and Notices**

To use the Online Account Opening Product and to access, receive and retain the Documents, you must provide, at your own expense, an Internet connected device that is compatible with this financial institution's Online Account Opening product deployed at the time of access. Your device must meet the minimum requirements outlined below. You confirm that your device will meet these specifications and requirements and will permit you to access, view, and retain the Documents electronically each time you access and use the Online Account Opening product.

Please click on the links to review the account opening disclosures and other documents prior to continuing. To keep a copy of any document that you view online, you may print the document by selecting "Download." Select your printer and click on OK or select Save to retain a copy on your PC. You should not sign up for online account opening using a public computer.

If you do not want to receive the Documents electronically, you should exit this area of our website. If you do not consent to receiving the Documents electronically, you will not be able to open the deposit account via our website. If you are not attempting to open an account electronically but rather signing up for on-line banking or e-statements as an account requirement, and you exit without consenting to E-sign, your account will be converted to an account type that does not require access to on-line banking and e-statements. The account will be subject to minimum balance requirements and fees.

## **System Requirements to Access Information**

To receive an electronic copy of the Documents you must have the following equipment and software:

- A personal computer or other device that is capable of accessing the Internet. Your access to this page verifies that your system/device meets these requirements.
- An Internet web browser capable of supporting 128-bit SSL encrypted communications, which requires a minimum web browser version of Microsoft® Internet Explorer version 10.0 (available for downloading at <a href="http://www.microsoft.com/windows/ie/downloads/default.asp">http://www.microsoft.com/windows/ie/downloads/default.asp</a>) and your system or device must have 128- bit SSL encryption software. Your access to this page verifies that your browser and encryption software/device meets these requirements.
- You must have software that enables you to receive and access Portable Document
  Format or "PDF" files, such as Adobe Acrobat Reader® version 8.0 and above (available
  for downloading at <a href="http://www.adobe.com/products/acrobat/readstep2.html">http://www.adobe.com/products/acrobat/readstep2.html</a>). Your access
  to this page verifies that your system/device has the necessary software to permit you to
  receive and access PDF files.

### Withdrawal of Electronic Acceptance of Disclosures and Notices

You may withdraw your consent to receive statements in electronic form for any of your accounts by contacting us using the contact information located on our website. If on-line banking and e-statements are a requirement for your specific account held at the Bank, and you withdraw your consent, your account will be converted to an account type that does not require access to on-line banking and e-statements. The account will be subject to minimum balance requirements and fees.

We may impose a fee to process the withdrawal of your consent to receive electronic statements. Any withdrawal of your consent to receive electronic statements will be effective only after we have a reasonable period of time to process your withdrawal.

# **How to Update Your Records**

It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this Disclosure and your account(s), and to maintain and update promptly any changes in this information. You can update such information (such as your e-mail address) by contacting us using the contact information on our website.