

West Coast Bank

Online Banking Services Agreement

This *Online Banking Services Agreement* ("Agreement") is an agreement between West Coast Bank ("we" or "us") and you (person or business entity (and any parent company, subsidiary or affiliate of the same) that applies to use online banking services), who has (or have) one or more banking accounts with us (hereinafter, "you"). This Agreement will be effective and binding immediately upon your clicking the box to acknowledge the terms and conditions of this service.

I. Overview of Online Banking Services.

Online Banking Services are services that give you broader access to your West Coast Bank accounts by making them available through the Internet. In addition, Online Banking Services give you certain additional functionality that you would not ordinarily have without the services. Nothing about these services or this agreement changes your underlying bank accounts or the account agreements already in place with respect to them. Transactions involving your deposit account(s) will be subject to the terms of your Account Agreement(s), and transactions involving a line of credit or a loan will be subject to your Loan Agreement(s) and Disclosures, as applicable. You should review those account agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account with Online Banking Services. You may start or stop Online Banking Services at any time without affecting your underlying bank accounts.

II. Online Banking Services.

A. Online Banking - Overview of Functionality.

Activating Online Banking Services allows you to access your bank accounts linked to this service with your computer through the Internet. When you first set up your Online Banking Services, you will establish a confidential Online ID and Online Passcode, and we will link all of your eligible accounts for Internet access. If you open an additional eligible account at a later date and wish to access it with Online Banking Services, submit a request to activate those services for the new account using the secure communication option within the *User Options* section on the Online Banking screen. If you want to limit the accounts linked or the activity level assigned to an account, please call us at 800-895-3345 and a representative will discuss the available options with you. You may use Online Banking Services to:

- View current balance information for your linked accounts;
- Transfer funds between your linked West Coast Bank accounts on either a one-time or recurring basis;
- Review available transactions for your linked accounts;
- Send us secure online mail messages and questions regarding your Online Banking Services; and

- Perform self-service account maintenance, such as re-ordering checks, viewing copies of paid checks, viewing copies of monthly checking or saving statements, stopping payment on checks, and changing your Online ID and Online passcode.

Please note that some of the above services may not be available for certain accounts or customers. Further, if you access Online Banking Services through Personal Financial Management (PFM) software or another indirect service, not all of the features of Online Banking Services may be available.

B. Online Banking - Viewing Account Information.

For each account linked to your Online Banking Services, you may view your balances and recent transaction histories. You will be able to view account statements that are generated after the date upon which you register to receive eStatements.

C. Online Banking - Fund Transfers.

You may transfer funds between any of your accounts linked to your Online Banking Services, subject to the following restrictions:

Processing of Transfer Requests:

- Transfers can be made either on a one-time basis or on a recurring basis.
- One-time transfers may be immediate or scheduled for a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, you could set up a \$100 transfer from a checking to a savings account which occurs every 2 weeks.
- Transfers can be made from a linked West Coast Bank checking, savings, money market or line of credit account.

Making Scheduled and Recurring Transfers:

- Transfers scheduled for a weekend or a non-bank business day will be processed on the prior bank business day. All other scheduled and recurring transfers will be processed from the funding account at the beginning of the business day requested.

Timing of Transfers:

- Funds transferred prior to 8:00 pm will post on the same business day. Funds transferred after 8:00 pm will be posted on the following business day.

Transfer Amount Limitations:

- One-time immediate transfers between linked West Coast Bank accounts can be made for any amount between \$.01 and \$99,999.99.

- Scheduled and recurring transfers between linked West Coast Bank accounts can be made for any amount between \$0.01 and \$99,999.99.
- All transfer limits are subject to temporary reductions to protect the security of customer accounts and/or the transfer system, and at our discretion we may refuse to process any transaction that exceeds any of the above limits. In this case, you are responsible for making alternate arrangements or rescheduling the transfer within Online Banking.

Cancelling Transfers:

- You cannot cancel a one-time immediate transfer after it has been submitted with Online Banking and the information has been transmitted to us.
- Future-dated and recurring transfers can be canceled prior to 8:00 p.m. Pacific Time on the bank business day prior to the date the transfer is scheduled to be made. If the transfer's status is *In Process* or *Processed*, you can no longer cancel it. After you cancel a future-dated transfer, the status of that transfer changes to *Canceled*. Canceled transfers remain reviewable in the "Review Transfers" function on the Online Banking page.

D. Online Banking - Bill Payments.

If you have a deposit account with us you may also make one-time or recurring bill payments online from your linked deposit account to the companies or individuals (Payees) you select, subject to the following restrictions:

Processing Bill Payment Requests:

- Payments can be scheduled from linked checking and money market accounts.
- Payments can be entered as a one-time transaction up to a year in advance, as recurring payment transactions, or as payments that are automatically scheduled upon the receipt of an electronic bill (e-Bill).
- Payments entered on our system before 5:00 p.m. Pacific Time on a bank business day will be scheduled, and will begin processing, on the same bank business day. Payments made using a checking or money market account as the funding account that are entered after this cut-off time, or on a day that is not a bank business day, will be scheduled and processed the next bank business day.
- Scheduled recurring payments that fall on a weekend or a non-bank business day will be processed on the prior bank business day.
- By entering into this Agreement, you are authorizing us to make payments in the manner we select from the following methods:
 - i. *Electronic transmission.* Most payments are made by electronic transmission; or
 - ii. *Corporate check.* This is a check drawn on our account or on the account of one of our vendors. If a Payee on a corporate check fails to negotiate

the check within 90 days, we will stop payment on the check and re-credit your account for the amount of the payment.

- Occasionally a Payee may choose not to participate in the *Bill Pay* function of our Online Banking Services, or may require additional information before accepting payments. We will work with these Payees to encourage them to accept an electronic or check payment from us. If we are unsuccessful, or if we determine that a Payee cannot process payments in a timely manner, we may decline your requests to make bill payments to such Payees. In the unlikely event this occurs, we will promptly send you a notice.
- Any obligations that you wish to pay through Online Banking Services with the *Bill Pay* function must be payable in U.S. dollars to a Payee located within the United States. We reserve the right to restrict categories of Payees to whom payments may be made using the service. You should not use the service to make: (i) tax payments; (ii) court-ordered payments; or (iii) payments to settle securities transactions.

Scheduling Bill Payments:

- When you attempt to schedule a bill payment, we will inform you of the earliest available delivery date. To assure timely bill payment you must schedule payments, and your account must be in good standing, at least five (5) bank business days before the payment due date. If you do not schedule payment this far in advance, or if for any reason your account is not in good standing, you will be fully responsible for all late fees, finance charges or other consequences or actions taken by the Payee. If we are unable to complete the payment because of insufficient funds in your account or some other reason, we will send you an alert to the email address you have provided with this Agreement. We will also notify you if your account is no longer in good standing or is otherwise ineligible to be used for bill payments.

Payment Amount Limitations:

- Bill payments can be made for any amount between \$.01 and \$9,999.99 per transaction and cannot exceed a total daily limit of \$19,999.99. All payment amount limits are subject to temporary reductions to protect the security of customer accounts and/or the payment system, and at our discretion we may refuse to process any payment transaction that exceeds any of the above limits. In this case, you are responsible for making alternate payment arrangements or for rescheduling the payment within Online Banking.

Cancelling Bill Payments:

- In order to cancel a bill payment, you must sign into Online Banking and follow the directions provided on the Bill Pay screens. The cancel feature is found in the Payment History or Recurring Payments sections of your Online Banking page.

Future-dated payments can be cancelled prior to 5 p.m. ET on the third bank business day prior to the scheduled delivery date.

E. Online Banking - e-Bills.

- *e-Bills* is a feature of the *Bill Pay* service of your Online Banking Services that enables you to receive bills electronically from participating Payees. The e-Bill feature is offered subject to the following limitations:
- Participating e-Bill Payees establish their own criteria for reviewing requests to receive e-Bills. They have sole discretion to accept or decline your request to be sent an e-Bill, and we do not participate in this decision. Payees participating in the e-Bill service generally take up to five (5) bank business days to approve an e-Bill set-up request.
- In some cases we obtain a Payee's e-Bill from the website of the participating Payee. To do so, we may ask you for information needed for this purpose, such as any required password. By providing us with this information, you are authorizing us to access the Payee's website to retrieve the account information on your behalf, and you appoint us your agent for this limited purpose.
- We will have no responsibility if a Payee does not provide the necessary data to forward an e-Bill to you in a timely manner. If you do not receive a bill, it is your responsibility to timely contact the Payee directly. We are not responsible for any late charges or other adverse consequences from your failure to receive an e-Bill. Any questions regarding your bill details should be directed to your Payee.
- When you establish the e-Bill service with a participating Payee you will provide us with certain information that will be forwarded to the Payee to complete your enrollment. If you have concerns about the future use of this information you should contact your Payee directly.

F. Online Banking - Banking Alert Services.

We provide our account holders using Online Banking Services with both *Automatic Alerts* and *Optional Alerts*, subject to the following limitations:

Automatic Alerts:

- *Automatic Alerts* are automatically sent to you following certain changes made online to one of your linked accounts, such as a change in your email address, home address, telephone number, Online ID or passcode. You do not need to activate these alerts. Although you may have the option to suppress some of these Automatic Alerts, we strongly recommend that you do not do so since they are security-related.

Optional Alerts:

- *Optional Alerts* gives you the option to activate various alerts related to your accounts, such as the processing of a payment you have sent, the processing of a deposit, or the reaching of certain balance thresholds in your account(s). *Optional Alerts* must be activated by you to become effective.
- We may add new alerts or cancel existing alerts from time to time.

- Each *Optional Alert* has different options available, and you will be asked to select from among those options upon activation of your alerts service.

Limitations Applicable to All Banking Alert Services:

- All Banking Alerts will be sent to the email address you provided to us as your primary email address for Online Banking Services. If your email address changes, you are responsible for informing us of that change. Changes to your primary email address will apply to all of your Banking Alerts.
- You understand and agree that delivery of your Banking Alerts may be delayed or prevented by a variety of factors. We will use commercially reasonable efforts to provide Banking Alerts in a timely manner with accurate information, but we neither guarantee the delivery nor the accuracy of the contents of any Banking Alert. You also agree that we will not be liable for any delays, failures to deliver, or misdirected delivery of any Banking Alert, for any errors in the content of a Banking Alert; or for any actions taken or not taken by you or any third party in reliance upon your receipt of, or failure to receive, Banking Alerts.
- Because Banking Alerts are not encrypted, we will never include your passcode or full account number in them. However, alerts may include your name and some information about your accounts. Depending upon which alerts you select, information such as your account balance may be included. Anyone with access to your email will be able to view the contents of these alerts.

III. General Terms and Conditions for Online Banking Services.

A. Service Charges and Fees.

We will not, without further notice in advance, charge you for your use of Online Banking Services. However, any account fees and service charges normally associated with any of your banking accounts and bank transactions will remain in effect. Such fees might include, but are not limited to, NSF and overdraft fees and fees for stop payment requests, orders for copies of checks or account statements, and excess transaction fees arising from transfers or payments from a money market account. We may also charge you a research fee of \$75 per hour for inquiries you make about any transaction, but this fee will be waived if we determine that a bank error has occurred.

B. Hours of Operation / Support.

For Online Banking Services, our business days are Monday through Friday, excluding bank holidays. However, Online Banking Services will normally be available 365 days a year, 24 hours a day, except during short periods for system maintenance and upgrades. When system maintenance and upgrades occur, a message indicating such will be displayed when you sign on to your Online Banking Services. Our Call Center will be available Monday - Friday from 7:00 a.m. to 7:00 p.m. Pacific Time, and Saturday 9:00 a.m. - 1:00 p.m. Pacific Time, excluding bank holidays. You may also write to us at:

West Coast Bank
Attention: Internet Banking
PO Box 827
Salem, OR 97308

C. Joint Accounts.

When your Online Banking Services are linked to one or more joint accounts, we will have the right to act, with respect to such accounts, on the oral, written or electronically transmitted instructions of any authorized signer on the applicable account. Joint accounts using the same Online ID will be identified as one service.

D. Transfers from Savings or Money Market Accounts.

Federal regulations limit the number of preauthorized electronic fund transfers and telephone transfers - including Online Banking transactions - you can make from money market deposit accounts and savings accounts. You are limited to six (6) preauthorized electronic fund transfers, telephone transfers, checks and point-of-sale transactions per statement cycle. Of these six (6) transactions, you are limited to only three (3) transactions by check or point-of-sale. (For more information on these accounts, see your applicable account agreement.) Each transfer or payment made from such accounts through the Online Banking Services is counted as one of the six (6) limited transfers you are permitted to make each statement period. We charge a fee for each transaction in excess of this limit. We recommend that you not use a money market account as your bill payment account because of these restrictions and fees.

E. Reporting Fraud, Phishing and Unauthorized Transactions.

No one from West Coast Bank, our affiliates, nor Payees designated under your electronic Bill Pay services will ever contact you, by telephone or by email, asking you to disclose or confirm: (i) your Online ID or Online passcode; or (ii) personal information such as your social security number or account numbers. If you are contacted by anyone requesting this information, please advise us of this immediately. You may also e-mail us at spoofer@wcb.com.

If you determine that any unauthorized transaction has occurred with any of your accounts, please advise us of this immediately. Call us at 800-895-3345 or write to:

West Coast Bank
PO Box 827
Salem, OR 97308

F. Payment Inquiries.

To initiate a payment inquiry, you may use Online Banking Services to send the request via secure online mail, or you may contact Online Banking Customer Service by calling

800-895-3345 and following the voice prompts to speak to a customer service representative.

G. Disclosure of Your Account Information.

Under this Agreement you authorize us to disclose information to third parties about you or your transactions in the following instances:

- When it is necessary to complete transfers or bill payments, or to investigate or resolve a problem related to a transfer or payment;
- When it is required to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- When it is required to comply with the orders of a governmental agency or court, or in connection with fraud prevention or an investigation;
- When you give us your permission;
- With our affiliates to the extent permitted under Federal and applicable state laws; and
- On a closed account, if we reasonably believe you have mishandled it.

For more information about our privacy and security practices, click on the link to our Privacy Policy for Consumers on our website at www.wcb.com.

H. Reporting Questions or Errors on Account Statements.

We report your Online Banking transactions on the monthly statements for your linked accounts. A description of each transaction, including who you paid, and the date and amount of each transaction, will appear on your statement. Please contact us *immediately* if, after reviewing your statement, you believe:

- Your statement or transaction record is wrong;
- You need more information about a transaction listed on your statement;
- An unauthorized person has discovered your Online Banking passcode;
- Someone has transferred or may transfer money from your account without your permission; or
- Bill payment transactions have been made without your authorization.

To contact us about these matters, you may send us a secure online mail message from within your Online Banking account screen, or call us at 800-895-3345.

You may also write to us at:

West Coast Bank
PO Box 827
Salem, OR 97308

We must hear from you no later than 60 days after we have sent the FIRST statement on which the problem or error appeared.

If you tell us about one of the above matters orally, we may require you to send us your complaint or question in writing or via email within ten (10) bank business days (Online Banking customers may use secure online mail messaging). When you contact us, please provide us with the following information:

- Your name and account number;
- The date and dollar amount of the transaction in question;
- The name of the Payee if the transaction in question is a payment;
- The transaction number assigned by Online Banking, if available; and
- A description of the transaction about which you are unsure, and as clearly as possible, why you believe there is an error or why you need more information.

We will generally tell you the results of our investigation within 10 bank business days after we hear from you, and we will promptly correct any error we have made. However, if we need more time for our investigation, we may take up to 45 days to investigate your complaint or question. In this case, we will provisionally credit your account within 10 bank business days for the amount you think is in error, so that you 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 your letter within 10 bank business days, we reserve the right not to provisionally credit your account. We will tell you the results within three business days after completing our investigation. If we conclude there was no error, we will send you a written explanation. You may request copies of the documents that we used in our investigation.

I. Liability for Unauthorized Transactions.

You are not authorized to share your Online Banking ID or your passcode. If you do give someone your Online Banking ID and passcode, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs - even transactions you did not intend or want performed - will be considered authorized transactions. If you notify us that a person is no longer authorized to access and use your Online Banking Services, only transactions that person performs after the time you so notify us will be considered unauthorized. Transactions that you, or someone acting with you, initiate with fraudulent intent are also considered authorized transactions. We reserve the right to suspend or deactivate your Online Banking ID and/or passcode, with or without your request, if we have reason to believe that unauthorized or fraudulent account activity is occurring.

For your protection, we strongly encourage that you: (i) sign off after every Online Banking session and close your browser to help ensure confidentiality; and (ii) do not leave copies of Online Banking IDs or passcodes on or next to your computers.

- Provisions for Consumer Customers -

If you are a natural person and your accounts with us are primarily for personal, family or household purposes, you are a consumer customer, and the following applies to you:

- Tell us *at once* if you believe your Online Banking passcode has been compromised or if someone has transferred, or may transfer, money from your account without your permission. The best way to minimize your loss is to call us immediately at: 800-895-3345. The unauthorized use of your Online Banking Services could cause you to lose all of the money in your accounts, plus any amounts available under your overdraft protection.
- If you advise us of an unauthorized transaction within two (2) business days after you learn of the loss or theft of your passcode, you can lose no more than \$50 if someone used your Password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your passcode, and we can prove we could have stopped someone from using your passcode without your permission if you had told us, you could lose as much as \$500.
- If your statement shows transactions that you did not make, tell us *at once* in the manner described in Section H above. If you do not advise us of such transactions within 60 days after the FIRST statement was delivered to you disclosing such transactions, you may not get back any money you 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 good reasons (such as long trips or a hospital stay) kept you from telling us, we will extend the time periods to a reasonable limit. Notice of lost or compromised passcodes or of unauthorized transactions is considered "given" to us if it is delivered in person, by telephone or in writing. If you notify us in writing, notice is considered given at the time you place the notice in the mail or when you commence transmission of the notice by any other means.
- If we ask you to put your notification or question in writing, and we do not receive it within 10 business days, we may choose not to re-credit your account. For errors involving new accounts, point-of-sale 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. An account is considered a new account for 30 days after the first deposit is made if you are a new customer.

- Provisions for Non-Consumer Customers -

- If you are NOT a natural person whose accounts with us are primarily used for personal, family or household purposes, you are a non-consumer customer, and the following applies to you:
- Tell us *at once* if you believe your Online Banking passcode has been compromised or if someone has transferred, or may transfer, money from your account without your permission. The best way to minimize your loss is to call us immediately at: 800-895-3345. The unauthorized use of your Online Banking Services could cause you to lose all of the money in your accounts, plus any amounts available under your overdraft protection.

- You are solely responsible for the security of your passcode. All transactions made with your passcode are conclusively presumed to have been authorized by you. We shall have no liability to you for any unauthorized transaction made using your passcode that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice.
- If we fail or delay in making a transaction pursuant to your instructions, or if we make a transaction in an amount which is less than the amount in your instructions, then (unless otherwise required by law) our liability shall be limited to interest on the amount which we fail to timely pay or transfer, calculated from the date on which the transaction was to be made until the date it was actually made or you notify us of the problem, whichever occurs first, but in no event to exceed 30 days' interest. We may pay such interest either to you or to the intended recipient of the transaction, but in no event shall we be liable to both parties, and our payment to either party shall fully discharge any obligation to the other. If we make a transaction in an amount which exceeds the amount in your instructions, or if we permit an unauthorized transaction after we have had a reasonable time to act on notice from you of possible unauthorized use, then (unless otherwise required by law) our liability shall be limited to a refund of the amount erroneously paid or transferred, plus interest on that amount from the date of the transaction to the date of the refund, but in no event to exceed 30 days' interest. If we become liable to you for interest under this Agreement or applicable law, such interest shall be calculated based on the lowest interest rate we are then paying on our deposit accounts. In no event shall we be liable for interest compensation unless we are notified of a discrepancy within 30 days from the date of the first periodic statement reflecting the discrepancy.
- Unless otherwise required by law, in no event will we be liable to you for special, indirect, or consequential damages, including, without limitation, lost profits or attorneys' fees, even if we are advised in advance of the possibility of such damages.
- You agree to reimburse us and indemnify us for any loss or expense we incur, and for any claim made against us, in providing Online Banking Services to you, including any reasonable legal fees we have.
- We reserve the right, in our sole discretion, to authenticate any request for a transaction prior to completing it. We are entitled to rely on any communication, instrument, document, telephonic or computer instruction believed by us in good faith to be genuine and correct and to have been given, signed or sent by anyone on your behalf. We shall not be liable to you for the consequences of such reliance. You agree that these procedures are commercially reasonable, are reasonably designed to authenticate an authorized user of Online Banking Services, are not designed for your protection and are not used to detect errors in the transmission or content of any instruction.

J. Liability for Failure to Complete Transactions.

Except as provided above, if we do not complete, in accordance with the terms of this Agreement, a transaction to or from your account on time or in the correct amount, we will generally be liable for your losses or damages unless such failure is beyond our fault

or control. The types of failures for which we would not be liable include, but are not limited to:

- If, through no fault of ours, you don't have enough available funds in your account (or available credit under your overdraft protection plan), or credit to cover the transaction or transfer;
- If you attempt to complete a transaction when you know that Online Banking Services are not working properly;
- If circumstances beyond our control (such as fire, flood, acts of war or terrorism) prevent or delay the transaction or transfer, despite reasonable precautions we've taken; or
- If there are postal delays or if there are processing delays caused by the Payee.

K. Availability of Funds.

With respect to all transfer or payment transactions made through your Online Banking Services:

- You authorize us to withdraw, debit or charge the necessary funds from your designated West Coast Bank account on the date you perform the transfer;
- You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of the withdrawal;
- The completion of a transfer is subject to the availability of sufficient funds (including any overdraft protection plans) at the time the transaction is posted. If enough funds to complete the transfer are not available, we may either: (i) complete the transaction and overdraw the account; or (ii) refuse to complete the transaction. In either case, we may issue a charge for non-sufficient funds (NSF), a returned item, an overdraft, or similar fee. Please refer to the applicable account agreement and fee schedule for details; and
- At our option, we may make a further attempt to process the transfer request.

West Coast Bank is under no obligation to inform you if it does not complete a transfer because there are non-sufficient funds or credit in your accounts to process the transaction. In such an instance, you are responsible for making alternate arrangements or rescheduling the transfer within Online Banking.

L. Use of Supported Hardware and Software.

The Online Banking Services offered under this Agreement may not work, or may not work reliably and securely, unless you are using computer equipment and software that are listed by us as compatible with Online Banking Services. By your agreement to the terms of this Agreement, you are representing to us that you have: (i) confirmed that the computer and related software you intend to use in connection with Online Banking Services meet the applicable hardware and software requirements described in the *Online Banking Equipment Requirements* published on our website at www.wcb.com; and (ii) that the computer you are using to establish such services is the same computer you intend to use as your primary connection with Online Banking Services.

M. Notices, Disclosures, Updates and Statements.

- All changes to the *Online Banking Services Agreement*, as well as all disclosures, notices and other communications regarding Online Banking and transactions you make using Online Banking Services, will be accessible to you within the Online Banking website. If you would like to receive free paper copies of any of these documents, please call customer service at 800-895-3345.
- For accounts linked to your Online Banking Services, the monthly or other periodic statements, changes to the account agreements and other account disclosures may also be provided within the Online Banking website. This applies to all accounts that you link to Online Banking, including accounts you have now and accounts you open in the future. As an additional service and without any additional fee, we will mail to you all of your account documentation to the address you have provided, unless you specifically request to no longer receive your paper versions.
- In other account agreements or related documentation you may have agreed to receive notices, account statements, disclosures or other information solely in electronic form. Nothing in this Agreement will change your decisions and agreements with respect to those matters.

N. Risks of Using Internet Communications.

We make commercially reasonable efforts to ensure that our Online Banking Services are reliable, secure and protected from viruses, worms, Trojan programs, spyware and other malware. However, by entering into this Agreement you are acknowledging that use of the Internet entails inherent risks as to the availability, continuity, accuracy and security of the transactions being conducting through it. You acknowledge that we do not warrant the services will always be available or that your transactions will be uninterrupted or error-free, and you agree that you are using the services on an as is and as available basis at your own risk. You also agree that you will use your own protective software and appliances for your own computer equipment to protect them from viruses, worms, Trojan programs, spyware and other malware.

O. Amendments to Online Banking Services Agreement.

We may, at any time and in our sole discretion, change the terms of this Online Banking Services Agreement for any transactions occurring after such amendments take effect. Your election to use Online Banking Services following delivery of such notice will constitute your agreement to be bound by this Agreement, as may be amended from time to time.

P. Use of Your External Email Address.

- As a user of Online Banking Services, we may send messages to your external email address to notify you of new offers or services, changes in your current services, responses to your payment inquiries or customer service inquiries, or regarding other matters as described within the Online Banking Services website. If you subscribe to e-Bills service, we may also use external email to notify you that you have new e-Bills.

- We cannot act on instructions sent by you from an external email address. Accordingly, you should use Online Banking secure mail to send instructions to us.
- If for any reason your external email address changes or becomes disabled, please contact us immediately so that we can continue to provide you with automated messages. You may notify us of any changes to your external email address through the User Option Link within the Online Banking Service application.
- We will never send messages to your external email address requesting information from you about your account, usernames, passwords, or about other personal financial information, such as your social security number. If you receive email that appears to be from West Coast Bank requesting that you provide or "confirm" such information, please do not respond to those emails and notify us of them immediately.

Q. Terminating Online Banking Services.

- Your Online Banking Services will remain in effect until they are terminated by you or West Coast Bank. You may cancel Online Banking Services at any time by notifying us of your intent to cancel them through Online Banking secure mail, or by calling Customer Service at 800-895-3345. Cancellation of your Online Banking Services will not terminate your West Coast Bank accounts.
- If you choose to terminate your Online Banking Services, we will cancel any scheduled transfers or payments set up through those services within two (2) bank business days from the date we receive your request to terminate. We recommend that you cancel any scheduled transfers or payments prior to notifying us that you are discontinuing the service. If you close your primary checking account, or if it's no longer linked to your Online Banking Services, those services will end and any unprocessed transfers or payments will be canceled. Pending payments may be processed.
- We may terminate or suspend your participation in Online Banking Services for any reason, including inactivity or suspected unauthorized transactions, at any time. Your Online Banking Services will be cancelled after 90 days of inactivity. To avoid this action you must login to the system. If the Service is cancelled as a result of inactivity you will be required to complete the registration process in order to reestablish access.

R. General Contract Provisions.

- *Non-Waiver.* The failure or delay of a party to require performance of, or to otherwise enforce, any condition or other provision of this Agreement shall not waive or otherwise limit that party's right to enforce, or pursue remedies for the breach of, any such provision or condition. Any waiver by either party of any particular condition or provision of this Agreement, including this non-waiver provision, shall not constitute a waiver or limitation on that party's right to enforce performance of, or to pursue remedies for the breach of, any other condition or provision of this Agreement.
- *Force Majeure.* Neither party shall be in default under this Agreement by reason of its delay in the performance of, or failure to perform, any of its obligations if such delay or failure is caused by terrorism, civil unrest, acts of God or any similar cause beyond such party's reasonable control.

- *Successor Interests.* This Agreement is not voluntarily assignable or transferable by you without our express written consent. Subject to this restriction, this Agreement is binding upon, and shall inure to the benefit of, the heirs, successors, assigns, legatees, devisees, bankruptcy estates, administrators, personal representatives, and executors of each of the parties.
- *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon without regard to, or application of, any conflict of law provisions.
- *Jurisdiction, Venue.* The parties agree that any suit, action or arbitration proceeding arising out of or relating to this Agreement shall be brought in Multnomah County, Oregon, and the parties expressly consent to the personal jurisdiction over them of any state or federal court in Multnomah County, Oregon.
- *Dispute Resolution.* In the event a dispute arises between the parties relating to or arising out of this Agreement, the parties agree to work in good faith to resolve such dispute informally. If the parties are incapable of resolving such dispute informally, either party may submit the dispute to mediation with the Arbitration Service of Portland, located in Portland, Oregon ("ASP"), and such mediation shall occur under the ASP's then current mediation rules. Both parties shall participate in good faith in such mediation and shall be responsible for an equal share of the costs of mediation. In the event such mediation does not result in a resolution of the dispute, the dispute shall be resolved by binding arbitration, and a party may then, but only then, initiate an arbitration proceeding with the ASP under ASP's then current arbitration rules. In such arbitration, the arbitrator's fees shall be shared equally by the parties during the course of the arbitration, but shall be recoverable as costs to the prevailing party. The arbitrator will control the scheduling of all events and will resolve all disputes, including disputes regarding pretrial procedure and discovery. The decision of the arbitrator (or arbitration panel) will be binding, and any party may submit the decision as an enforceable judgment with any court of competent jurisdiction.
- *Severability.* If any court of competent jurisdiction finds any term of this Agreement, or of any other document or instrument referred to or contemplated in this Agreement, to be invalid or unenforceable, such determination shall not affect the validity and enforceability of the remainder of the Agreement.
- *Paragraph Headings.* All paragraph headings in this Agreement appear for convenience of reference, and shall not affect the meaning or interpretation of the Agreement.
- *Use of Online Banking Services, Indemnity.* You agree that you will only use the Online Banking Services for the specific online banking functions described in this Agreement, and will not engage in any conduct that would harm or violate the rights of West Coast Bank, its other customers or the vendors we use to provide Online Banking Services. You agree to indemnify, defend and hold harmless West Coast Bank, its other customers and the vendors we use to provide Online Banking Services against all demands, claims, liabilities, losses, damages, costs, expenses and fees, including, without limitation, attorneys fees, arising out of your breach of this provision or your breach of the Agreement.

- Disclaimer of Warranties. You acknowledge that you are using Online Banking Services at your own risk on an AS IS and AS AVAILABLE basis. Subject to your specific rights set forth above and any other rights or limitations imposed by law, WEST COAST BANK, AND EACH OF THE VENDORS WE USE TO PROVIDE ONLINE BANKING SERVICES, DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO OR ARISING OUT OF ONLINE BANKING SERVICES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, NONINFRINGEMENT AND ALL WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

S. Complete Agreement.

This Agreement and the other account agreements between you and us referenced herein constitute the entire agreement between the parties pertaining to provision of online banking services for your West Coast Bank accounts, and supersede all other discussions, negotiations, understandings, representations, and agreements pertaining to those services, whether oral or written. All terms of this Agreement are contractual and not mere recitals. Except as specifically provided herein, nothing herein shall be deemed to waive, release, limit or modify the obligations of the parties under the other agreements in effect between you and us. This Agreement may be amended or modified by us in the manner described above.

By clicking on the "I Agree" or "OK" button below, I am acknowledging that I have read and understood the terms and conditions of the *Online Banking Services Agreement* as set forth above, that I agree to those terms and conditions, and that if I am entering into this Agreement on behalf of a business, I represent that I have the authority to bind the business to the terms and conditions of this Agreement. I understand that I may print or download a copy of this Agreement, as well as any amended versions of it that may arise from time to time.