



COASTAL
COMMUNITY BANK

**COASTAL COMMUNITY BANK ("CCB")
MOBILE BANKING SERVICE ADDENDUM
TO TERMS AND CONDITIONS FOR ONLINE BANKING SERVICES**

END USER TERMS

This service is provided to you by Coastal Community Bank (CCB) and powered by a Third Party (the "Licensor") mobile technology solution. Section A of these End User Terms is a legal agreement between you and Coastal Community Bank. Section B of these End User Terms is a legal agreement between you and the Licensor.

SECTION A

COASTAL COMMUNITY BANK TERMS AND CONDITIONS

Thank you for using Coastal Community Bank Mobile Banking combined with your handheld's text messaging capabilities. For help, text "HELP" to 49794. To cancel your plan, text "STOP" to 49794 at any time. In case of questions please contact customer service at eBanking@coastalbank.com or call 1.425.257.9000.

TERMS AND CONDITIONS

The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from Coastal Community Bank. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.

The services are provided by Coastal Community Bank and not by any other third party. You and Coastal Community Bank are solely responsible for the content transmitted through the text messages sent to and from Coastal Community Bank. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.).

This is an addendum to the Online Access Agreement and Disclosure for Online Banking Services and sets forth the additional terms and conditions for use of the Mobile Banking Service offered through Coastal Community Bank ("CCB," "we," "our," "us") by the CCB customer ("you," "your"). Except where modified by this Addendum, the Online Access Agreement and Disclosure for Online Banking Services remain in effect. This Addendum and the Online Access Agreement and Disclosure for Online Banking Services constitute the entire agreement between us and you relating to the Mobile Banking Service, supersede any other agreements relating to the Mobile Banking Service, and may only be amended by a subsequent written agreement accepted by each of us. If there is a conflict between the Online Access Agreement and Disclosure for Online Banking Services and this Addendum, the terms in this Addendum will govern your use of the Mobile Banking Service.

PLEASE NOTE: By accepting this agreement, you acknowledge that it is your responsibility to password-protect your Wireless Device as long as the Mobile Banking Service software is loaded.

ADDENDUM

ACCEPTANCE OF ADDENDUM. By selecting "I Agree" during the registration process for the Mobile Banking Service or by using the Service, you agree to the terms and conditions of this Mobile Banking Service Addendum ("Addendum") in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and bill pay services of which this Mobile Banking Service is a part. Additionally, by installing the software necessary to utilize the Mobile Banking Service, you also agree to be bound by this Addendum and the "Licensed Application End User License Agreement" as provided by Apple and/or Google.

DESCRIPTION OF SERVICES. The Mobile Banking Service is a personal financial information management service ("the Mobile Banking Service") that allows you to access your account information, make payments to merchants who have previously consented to accept payments through our online banking services and make such other banking transactions as are described within the Mobile Banking Center FAQs (located within the Online Banking Service at www.coastalbank.com) using compatible and supported mobile phones and/or other compatible and supported wireless devices. To utilize the Mobile Banking Service, you must install the Software on your

compatible and supported mobile phone and/or other wireless device (each, a "Wireless Device"). Once you have enrolled in the Mobile Banking Service described as "Online Banking" and installed the Software, designated accounts linked to your username will be accessible through your Wireless Device, together with payees who have previously consented to accept payments. We reserve the right, in our sole discretion, to modify the scope of the Mobile Banking Service at any time, including any lists of the services provided. We reserve the right to refuse to make any transaction you request through the Mobile Banking Service. You agree and understand that the Mobile Banking Service may not be accessible or may have limited utility over some mobile networks, such as while roaming, during certain hours of the day for maintenance of the features and services or when you use the Mobile Banking Service in an area that has limited or no wireless coverage or service. When you register for the Mobile Banking Service, designated accounts and payees (or billers) linked to your username through Online Banking will be accessible through the Mobile Banking Service.

USAGE MONITORING. You acknowledge that in connection with your use of the Mobile Banking Service, we and our service providers may receive and may share with one another, in our sole discretion, names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Mobile Banking Service or Software. We and our service providers also reserve the right to prepare analyses and compilations of aggregate customer data that does not identify you (such as the number of customers who signed up for the Mobile Banking Service in a month) as we deem necessary. We may also monitor use of the Mobile Banking Service and software for purposes of verifying compliance with all laws and regulations, these terms and conditions and any applicable license, but disclaim to you any obligation to monitor, filter, or edit any content. You further confirm that the data and information or instructions so stored may be relied upon by us, made known to any person who may reasonably require the same and/or produced in evidence in any proceedings or otherwise. Collection, use, and disclosure of this information is governed by our privacy policy available at www.coastalbank.com.

USE OF SERVICES. The Mobile Banking Service will not work unless you use it properly. You accept responsibility for making sure that you understand how to use the Mobile Banking Service before you actually do so, and then that you always use the Mobile Banking Service in accordance with the online instructions posted on our Web site. You agree that you will contact us directly if you have any problems with the Mobile Banking Service. You also accept responsibility for making sure that you know how to properly use your Wireless Device and the Mobile Banking Service software ("Software"). We may change or upgrade the Mobile Banking Service from time to time. In the event of such changes or upgrades, you are responsible for making sure that you understand how to use the Mobile Banking Service as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking Service or your Wireless Device.

RELATIONSHIP TO OTHER AGREEMENTS. You agree that when you use the Mobile Banking Service, you will remain subject to the terms and conditions of all your existing agreements with us, including the Account Agreement which was provided to you upon your account opening and the "Bill Payment" service agreement, which was provided to you upon your enrollment to the service, as well as any other agreements, whether already in existence or hereafter executed. You also agree that you will continue to be subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, etc.), and that this Addendum does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, charges, taxes, limitations and restrictions which might impact your use of the Mobile Banking Service (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with the Mobile Banking Service, including while downloading the Software, receiving or sending the Mobile Banking Service text messages, or other use of your Wireless Device when using the Software or other products and services provided by the Mobile Banking Service), and you agree to be solely responsible for all such fees, charges, taxes, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services, and that your mobile service carrier is not the provider of the Mobile Banking Service. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us.

THE MOBILE BANKING SERVICE SOFTWARE LICENSE AGREEMENT

DEFINITIONS

"End-User License" is the license provided by us to you (the "Enrolled User") for the purpose of downloading the Software on your Wireless Device in order to use the Mobile Banking Service.

"Enrolled User" means an individual who has a banking relationship with us, who completes our enrollment process for the Mobile Banking Service, and has been granted a License to use the Software to perform banking functions.

"Software" means the software program or programs in object code form that enables you to use the Mobile Banking Service.

LICENSE TO SOFTWARE

Subject to your compliance with all terms and conditions set forth in these terms, we hereby grant to you, the end user, a personal, limited, non-commercial, non-transferable, non-licensable, non-assignable, revocable license to use one (1) the Software, in object code form, solely on the mobile device for which that Software was created, for the sole purpose of personally using our Mobile Banking Service. The Software is provided to us under license by FIS. Except for those rights expressly granted under these terms, FIS reserves all right, title, and interest in and to the Software, and no other rights are granted, either express or implied, to you. You acknowledge and agree that FIS and its affiliates are intended third-party beneficiaries of these terms, and that, upon your acceptance of these terms, FIS and its affiliates will have the right (and will be deemed to have accepted the right) to enforce these terms against you.

If you download the Software from the Apple, Inc. App Store or the Google Play Store, we and you acknowledge that these terms are entered into solely between you and us, and not with any third party, including Apple, Inc or Google, Inc. These terms are not intended to provide for usage rules for the Software that are less restrictive than the Usage Rules set forth for Licensed Applications in, or otherwise conflict with, the App Store or Google Play Store Terms of Service as of the date that you accept the Terms of Service (which you acknowledge you have had the opportunity to review). You also acknowledge and agree that: in the event of any third party claim that your possession or use of the Software or Service infringes any third party's intellectual property rights, as between us and Apple and/or Google, we (or our service provider) will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim; Apple and/or Google has no responsibility for addressing any claims relating to the Software or Service, including but not limited to: (i) product liability claims; (ii) maintenance and support; (iii) any claim that the Software or related mobile banking services fail to conform to any applicable legal or regulatory requirement; and (iv) any claims arising under consumer protection or similar legislation; and Apple and/or Google and its subsidiaries are intended third-party beneficiaries of these terms, and that, upon your acceptance of these terms, Apple and/or Google and its subsidiaries will have the right (and will be deemed to have accepted the right) to enforce these terms against you.

RESTRICTIONS

You must comply with all applicable laws when using the Software and Service. You will not, and will not permit anyone else to, access or use the Software or Service in any way we deem illegal or otherwise wrongful or inappropriate. You will not: (a) reverse engineer, decompile, or disassemble the Software; (b) modify translate, adapt, arrange, or create derivative works based on the Service or the Software; (c) export the Software in violation of applicable export control laws; (d) circumvent or disable any security or other technological features or measures of the Software; (e) remove or alter any identification, copyright, or other notices included as part of the Software or Service; (f) use the Software or Service in a manner that threatens the integrity, performance, security, or availability of the Service, or in a way that may subject us, our licensors, suppliers, publishers, or any third party to harm or liability; (g) use the Service while driving a motor vehicle or use the Software for any illegal purpose or to violate any third party's rights; (h) distribute, rent, loan, lease, sell, sublicense, copy or otherwise transfer all or part of the Software; or (i) grant any access to the Software or the Service, or any of the rights granted hereunder, to any other person.

TERMINATION

You may terminate your use of the Software at any time by deleting the Software from your mobile device. We may terminate these terms and your access to the Mobile Banking Service at any time for any reason. If we suspect that you have violated any provision of these terms, we may also seek any other available legal remedy. Your rights under these terms will terminate automatically if you fail to comply with any of these terms. You remain solely liable for all obligations related to use of the Software or Service from your mobile device, even after you have stopped using the Software or the Mobile Banking Service. Neither we nor any of our licensors, suppliers, or publishers are liable to you or to any third party for any loss caused by any termination of the Mobile Banking Service or termination of your access to the Mobile Banking Service.

FEEDBACK

If you provide feedback to us regarding the Software or the Mobile Banking Service ("Feedback"), you authorize us to use that Feedback without restriction and without payment to you. Accordingly, you hereby grant to us a perpetual, irrevocable, fully sub-licensable and assignable license to use the Feedback in any manner and for any purpose.

If the Software that you download from the Apple App Store and/or the Google Play Store fails to conform to any applicable warranty, you may notify Apple and/or Google, and they will refund you the purchase price you paid for the Software, if any. To the maximum extent permitted by applicable law, Apple and or Google will have no other warranty obligation whatsoever with respect to the Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty is our sole responsibility.

HOW TO CONTACT US

For questions, comments, complaints, or claims related to the Software or Service, please contact us at:

Coastal Community Bank
P.O. Box 12220
Everett, WA 98206
425-257-9000

YOUR OBLIGATIONS

When you use the Mobile Banking Service to access accounts you designate during the registration process, you agree to the following:

ACCOUNT OWNERSHIP AND USE/ACCURATE INFORMATION. You represent that you are the legal owner of the accounts and other financial information which may be accessed via the Mobile Banking Service. You represent and agree that all information you provide to us in connection with the Mobile Banking Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the Mobile Banking Service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You agree that we and our service providers may send you, by short message service, e-mail, and other methods, communications relating to the Mobile Banking Service (with an opportunity to opt-out), including without limitation welcome messages, information and requests for information relating to use of the Mobile Banking Service.

USER SECURITY. You agree to use the Mobile Banking Service carefully, to keep your password/Username confidential and secure and not share it with others, to check your statements and transactions regularly, to report any errors to us promptly by calling us at 425-257-9000, and to cancel immediately your participation in the Mobile Banking Service as set out in Section V.B below if you observe any material errors in the Mobile Banking Service. You are responsible for all bill payments, transfers or other transactions that you authorize using the Mobile Banking Service. If you permit others to use your Wireless Device and password/Username or other means to access the Mobile Banking Service, you are responsible for any transactions they authorize. If you believe that your Wireless Device, password/Username or other means to access your account has been lost or stolen or that someone may attempt to use the Mobile Banking Service without your consent, or has transferred money without your permission, you must notify us promptly either through the www.coastalbank.com website or by calling 425-257-9000.

PROPRIETARY RIGHTS. You are permitted to use content delivered to you through the Mobile Banking Service only on the Mobile Banking Service.

USER CONDUCT. You agree not to use the Mobile Banking Service or the content or information delivered through the Mobile Banking Service in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Mobile Banking Service to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, telecommunications, telemarketing, "spam," or false advertising); (c) be false, misleading or inaccurate; (d) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (e) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing, harmful to minors or excessive in quantity, or transmit materials that can diminish or harm our reputation or any third-party service provider involved in the provision of the Mobile Banking Service as determined by us in our sole discretion; (f) interfere with or disrupt computer networks connected to the Mobile Banking Service; (g) interfere with or disrupt the use of the Mobile Banking Service by any other user; or (h) use the Mobile Banking Service in such a manner as to gain unauthorized entry or access to the computer systems of others.

NO COMMERCIAL USE OR RE-SALE. You agree that the Mobile Banking Service is for personal use only. You agree not to resell or make commercial use of the Mobile Banking Service.

INDEMNIFICATION. You agree to indemnify, defend, and hold us and our affiliates and service providers harmless from and against any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of the Mobile Banking Service, your violation of this Addendum, your violation of applicable federal, state or local law, regulation or ordinance, or your infringement (or infringement by any other user of your account) of any intellectual property or other right of anyone.

CHARGES FOR THE SERVICE. You agree to pay for the Mobile Banking Service in accordance with our current fee schedule, if any, and as amended from time to time. You authorize us to automatically charge your account for all such fees incurred in connection with the Mobile Banking Service. In the future, we may add to or enhance the features of the Mobile Banking Service. By using such added or enhanced features, you agree to pay for them in accordance with the fee schedule. In the event that CCB provides certain features,

services and functionality on a complimentary basis, the inclusion of fees and charges is not precluded at any later time as determined in CCB's sole discretion.

ADDITIONAL PROVISIONS - THE MOBILE BANKING SERVICE LIMITATIONS. The availability, timeliness and proper functioning of the Mobile Banking Service depends on many factors, including your Wireless Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, software and your Wireless Device.

Neither we nor any of our service providers warrants that the Mobile Banking Service or the Software will meet your requirements, operate without interruption or be error-free, and neither we nor our service providers shall be liable for any loss or damage caused by any unavailability or improper functioning of the Mobile Banking Service, or for any actions taken in reliance thereon, for any reason, including service interruptions, inaccuracies, delays, loss of data, or loss of personalized settings.

Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network which you utilize to access the Mobile Banking Service.

Neither we nor our service providers are liable for failures to perform our obligations under this Addendum resulting from fire, earthquake, flood or any failure or delay of any transportation, power, computer or communications system or any other or similar cause beyond our control. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to the Mobile Banking Service. These difficulties may result in loss of data, personalization settings or other Mobile Banking Service interruptions. Neither we nor any of our service providers assumes responsibility for any disclosure of account information to third parties, the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of the Mobile Banking Service. Periodically, the Mobile Banking Service may not be available as a result of wireless network availability or functionality, wireless signal strength, and the proper functioning, configuration of hardware, software and your wireless device or third party service providers' maintenance and upgrade periods.

Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network which you utilize to access the Mobile Banking Service. Neither we nor any of our service providers warrants that the Services or the Software will meet your requirements, operate without interruption or be error-free, and neither we nor our service providers shall be liable for any loss or damage caused by any unavailability or improper functioning of the Mobile Banking Service, or for any actions taken in reliance thereon, for any reason, including service interruptions, inaccuracies, delays, loss of data, or loss of personalized settings.

You agree to exercise caution when utilizing the Mobile Banking Service on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.

You agree to password protect your Wireless Device as long as the Mobile Banking Service software is loaded. Information about activity is synchronized between the Mobile Banking Service software and CCB Online Banking. Transfer and payment information available via the Mobile Banking Service software may differ from the information that is available directly through our website. Information available directly through our website may not be available via the Mobile Banking Service software, may be described using different terminology, or may be more current than the information available via the Mobile Banking Service software, including but not limited to account balance information. The method of entering instructions via the Mobile Banking Service software also may differ from the method of entering instructions through our website. We are not responsible for such differences, whether or not attributable to your use of the Mobile Banking Service software. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

CHANGES OR CANCELLATION. You may cancel your participation in the Mobile Banking Service by logging into Online Banking or by calling us at (425) 257-9000. We reserve the right to change or cancel the Mobile Banking Service at any time without notice. We may also suspend your access to the Mobile Banking Service at any time without notice and for any reason, including but not limited to, your non-use of the Mobile Banking Service. You agree that we will not be liable to you or any third party for any modification or discontinuance of the Mobile Banking Service.

LIMITATION OF LIABILITY. THE MOBILE BANKING SERVICE AND SOFTWARE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS.

NEITHER WE NOR OUR LICENSORS, SUPPLIERS, OR PUBLISHERS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES EVEN IF ADVISED OF THE POSSIBILITY OF THESE DAMAGES, RESULTING FROM YOUR ACCESS OR

USE OF THE SOFTWARE OR SERVICE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THESE TERMS, OUR MAXIMUM TOTAL LIABILITY OF OUR LICENSORS AND SUPPLIERS, PARTNERS, AND YOUR CARRIER TO YOU FOR ANY CLAIM RELATED TO THE SOFTWARE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS \$10. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN US. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

DISPUTES. These terms and conditions are governed by applicable federal laws and regulations and the laws and regulations of the State of Washington, all as amended from time to time. Any disputes between us related to the Mobile Banking Service, these terms and conditions or our products and services shall be brought and be subject to the jurisdiction of a court in Snohomish County, Washington.

SEVERABILITY. If any provision of this Addendum is declared invalid by a court or other tribunal of competent jurisdiction then, except to the extent set forth in the Disputes section above, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Addendum shall be valid and enforceable to the fullest extent permitted by applicable law.

ADDITIONAL TERMS AND CONDITIONS DESCRIBING MOBILE DEPOSIT SERVICES ("Mobile Deposit Agreement")

This Agreement contains the terms and conditions for the use of CCB's Photo Deposit that Coastal Community Bank ("CCB," "us," "we") may provide to you ("you"). Other agreements you have entered into with CCB, including the account agreement governing your CCB accounts, are incorporated by reference and made a part of this Agreement. Unless specifically stated otherwise in this Mobile Deposit Agreement, the terms and conditions of your mobile banking relationship, as described above, shall be applicable to your use of the Mobile Deposit Services.

1. **Services.** The Mobile Deposit Service ("Services") are designed to allow you to make deposits to your checking, savings, or money market savings accounts from your mobile device by scanning checks and delivering the images and associated deposit information to CCB or its designated processor. For current charges regarding this service, please refer to our Fee Schedule.
2. **Acceptance of these Terms.** Your use of the Services constitutes your acceptance of the Services and this Mobile Deposit Agreement. The Services are subject to change from time to time. CCB reserves the right, in its sole discretion, to change, modify, add, or remove features from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services and, therefore, your acceptance of any such change to this Mobile Deposit Agreement.
3. **Limitations of Service.** When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.
4. **Eligible Items.** You agree to deposit only checks ("Item" or "Items") as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). You agree that you will not use the Services to deposit any Items from your mobile device as indicated below:
 - a. Items payable or negotiated to any person or entity other than you.
 - b. Items containing obvious alteration to any of the fields on the front of the check or items, or which you know or suspect, or should have known or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
 - c. Items drawn on a financial institution located outside the United States.
 - d. Items not payable in United States currency.
 - e. Items dated more than six (6) months prior to the date of deposit.
 - f. Items prohibited from CCB's current procedures related to the Services or which are otherwise not acceptable under the terms of your CCB Account Agreement.
5. **Image Quality.** The image of an Item transmitted to CCB using the Services must be legible. The image quality of the Items must comply with the requirements established by the Board of Governors of the Federal Reserve or any other regulatory agency, clearinghouse or association.
6. **Endorsement.** You agree to endorse all Items captured and submitted using the Services, and to include the verbiage "For Mobile Deposit Only at Coastal Community Bank" under said endorsement.

7. **Receipt of Items.** We reserve the right to reject any Item transmitted through the Services, at our discretion, without liability to you. We are not responsible for Items we do not receive or for images that are dropped during transmission. An image of Item(s) shall be deemed received when you receive a confirmation from CCB that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.
8. **Availability of Funds and Processing Time.** Items submitted through the Services are subject to the funds availability policy in your Account Agreement applicable to the relevant account. If we receive the image of an Item for deposit before 5:00pm Pacific Time on a Business Day (as defined in the Account Agreement), we will consider that day the day of the deposit. If we receive the image of an Item for deposit on or after 5:00pm Pacific Time on a Business Day or on a weekend or a non-Business Day, we will consider the next Business Day the day of deposit.
9. **Disposal of Transmitted Items.** We will provide confirmation that we have received the image of the Item. Notwithstanding this fact, you agree to safeguard and keep the original Item for fifteen (15) Business Days after you have transmitted the Item. After fifteen (15) Business Days following the deposit using the Services, if you have verified that the funds have been credited to your account, you agree to mark the Item as "VOID" and/or properly dispose of it to ensure that it is not presented for deposit again. You will promptly provide any retained items, or a sufficient copy of the front and back of the Item, to CCB as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any Item, or for CCB's audit purposes.
10. **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify the limits from time to time.
11. **Hardware and Software.** In order use the Services, you must obtain and maintain, at your expense, compatible hardware and software from your mobile service provider that may be specified by CCB from time to time. CCB is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with your mobile service provider at time of download and installation.
12. **Errors.** You agree to notify CCB of any suspected errors regarding items deposited through the Services immediately upon discovery, and in no event later than 30 days after the applicable CCB periodic statement is sent. Unless you notify CCB within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against CCB for such alleged error.
13. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in CCB's sole discretion subject to the Account Agreement governing your account(s).
14. **Ownership and License.** You agree that CCB retains all ownership and proprietary rights in the Services, associated content, technology, and website. Your use of the Services is subject to and conditioned upon your completed compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner; (ii) for any purpose which would be contrary to CCB's business interest; or (iii) to CCB's actual or potential economic disadvantage in any aspect. You may use the Services only for your use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.
15. **DISCLAIMER OF WARRANTIES.** 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 (i) WILL MEET YOUR REQUIREMENTS; (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE , AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.
16. **LIMITATION OF LIABILITY.** 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 LOSSESS RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES 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 SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF CCB HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.
17. **User warranties and indemnification.** You warrant to CCB that:
 - a. You will only transmit eligible items.
 - b. Images will meet the image quality standards.
 - c. You will not transmit duplicate items.
 - d. You will not deposit or re-present the original item.
 - e. All information that you provide to CCB is accurate and true.
 - f. You will comply with this Agreement and all applicable rules, laws and regulations.

18. **Other Terms.** You may not assign this Agreement. This Agreement is entered into in Everett, Washington, and shall be governed by the laws of the State of Washington and of the United States. If you become indebted to us by your use of these Services, you agree that we can recover the costs we incur in collecting what you owe, including attorneys' fees and costs in addition to any other remedies the court finds proper. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

SECTION B

END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP

To be Agreed to by End User Prior to Use of the Downloadable App

1. **Ownership.** You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

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