



COASTAL
COMMUNITY BANK

Online Access Agreement and Disclosure

Agreement - This Agreement is a contract which establishes the rules that cover your electronic access to your accounts at COASTAL COMMUNITY BANK ("BANK") through our ONLINE BRANCH ("SYSTEM"). By using the SYSTEM, you accept all the terms and conditions of this Agreement. Please read it carefully. The terms and conditions of the deposit agreements and disclosures for each of your BANK accounts as well as your other agreements with BANK, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is also subject to applicable federal laws and the laws of the State of Washington (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only, and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and BANK's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Enrollment Form and Fee Schedule, constitutes the entire agreement between you and BANK with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

Definitions - As used in this Agreement, the words "we," "our," "us" and "BANK" mean COASTAL COMMUNITY BANK. "You" and "your" refer to the account holder authorized by BANK to use the SYSTEM under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through the SYSTEM. "Account" or "accounts" means your accounts at BANK. "Electronic funds transfers" means ATM withdrawals, pre-authorized transactions, point of sale transactions, transfers to and from your BANK accounts using the SYSTEM including bill payments. "SYSTEM Services" means the services provided pursuant to this Agreement. "Business days" mean Monday through Friday. Holidays are not included.

Access - To use the SYSTEM, you must have at least one account at BANK, access to Internet service and an email address. Once we have received your Enrollment, and verified your account information, we will send you, either by email or by postal mail, confirmation of our acceptance of your enrollment, along with your assigned login ID and temporary password. The SYSTEM can be used to access only the BANK accounts authorized by The BANK. You can add or delete any of your BANK accounts from this Agreement by contacting the BANK. Access to your accounts through the SYSTEM will be based upon the identification of users and authority levels specified by BANK records. We undertake no obligation to monitor transactions through the SYSTEM to determine that they are made on behalf of the account holder.

SYSTEM Services - You can use the SYSTEM to check the balance of your BANK accounts, view BANK account histories, transfer funds between your BANK accounts, order checks, make stop payment requests, view checks, request change of address forms, and pay bills if you have requested the Bill Payment Service. Balance and memo posted activity information are available in a real-time status concurrent with BANK's processing system.

Hours of Access - You can use the SYSTEM seven days a week, twenty-four hours a day, although some or all SYSTEM services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the SYSTEM website.



Your Password - For security purposes, you are required to change your password upon your initial login to SYSTEM. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to the SYSTEM will be revoked. To re-establish your authorization to use the SYSTEM, you must contact the BANK to reset any failed login attempts. Prior to your third attempt, however, you may select the link "Forgot your Password?" under the password entry box to select a new password to regain access to the SYSTEM. We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

Security - You understand the importance of your role in preventing misuse of your accounts through the SYSTEM and you agree to promptly examine your paper or electronic statement for each of your BANK accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via the SYSTEM is encrypted in an effort to provide transmission security and the SYSTEM utilizes identification technology to verify that the sender and receiver of SYSTEM transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the SYSTEM is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing BANK SYSTEM, or email transmitted to and from us, will not be monitored or read by others.

Fees and Charges - You agree to pay the fees and charges for your use of SYSTEM Services as set forth in the current fee schedule. You agree that all such fees and charges will be deducted from the BANK checking account designated as the "Primary Checking Account" on your Enrollment Form. If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of SYSTEM.

You are allowed an unlimited number of free check image copies per month within the SYSTEM.

Posting of Transfers – All transfers requested at or after 7:00pm PT will be processed on the next business day. Transfer requests received on a weekend or Federal holiday will be processed on the next business day. SYSTEM identifies transfers based upon the login ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the View Postings screens in both the Transfer and Bill Payer menu options of the SYSTEM may not reflect transfers made by multiple users from the same account if different login IDs are used. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

Overdrafts (Order of Payments, Transfers and other Withdrawals) - If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then: A. Electronic funds transfers involving currency disbursements, such as ATM withdrawals, will have priority; B. Electronic fund transfers initiated through the SYSTEM, which would result in an overdraft of your account may be cancelled at our discretion; C. In the event the electronic fund transfers initiated through the SYSTEM, which would result in an overdraft of your account, are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

Limits on Amounts and Frequency of SYSTEM Transactions - The number of transfers from BANK accounts and the amounts, which may be transferred, are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

Stop Payment Requests - You may initiate stop payment requests online via the SYSTEM only for paper checks you have written (non-electronically) on your BANK accounts. Online stop payment requests received at or after 7:00pm PT are processed on the

business day following the date the stop payment has been requested online. To be effective, this type of stop payment request must precisely identify the name of the payee, the check number, the amount and the date of the check. If you make your stop payment request online or by telephone, we may also require you to put your request in the form of a written paper and get it to us within 14 days after you call. You will incur stop payment charges as disclosed in the current fee schedule for the applicable account. Stop payment charges for SYSTEM bill payment paper drafts will be assessed in addition to the stop payment charges for the applicable account.

Disclosure of Account Information and Transfers - You understand information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to the SYSTEM. You agree and hereby authorize all of these transfers of information.

Periodic Statements - You will not receive a separate SYSTEM statement. Transfers to and from your accounts using the SYSTEM will appear on the respective periodic paper or electronic statements for your bank accounts.

Change in Terms - We may change any term of this Agreement at any time. If the change would result in increased fees for any SYSTEM service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the BANK SYSTEM website or forward it to you by email or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject SYSTEM Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

In Case of Errors or Questions about Your Electronic Transfers - Contact us as soon as you can, if you think your paper statement is wrong, or if you need more information about a transfer listed on your paper statement. We must hear from you no later than 60 days after we sent the FIRST paper statement upon which the problem or error appeared. When you contact us: (1) Tell us your name and account number. (2) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information. (3) Tell us the dollar amount of the suspected error. If you contact us by telephone or by email, we may require that you send us your complaint or question in the form of paper writing by postal mail or fax within 10 business days. We will communicate to you the results of our investigation within 10 business days after you contact us and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and WE DO NOT receive it in the form of a paper writing within 10 business days, we may not provisionally credit your account. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your account.

Our Liability for Failure to Make a Transfer - If we do not complete a transfer to or from your account on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. 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 a transfer. (2) If a legal order directs us to prohibit withdrawals from the account. (3) If your account is closed, or if it has been frozen. (4) If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts. (5) If you, or anyone authorized by you, commits any fraud or violates any law or regulation. (6) If any electronic terminal, telecommunication device, or any part of the SYSTEM electronic fund transfer system is not working properly and you knew about the problem when you started the transfer. (7) If you have not properly followed the on-screen instructions for using SYSTEM.

(8) If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

Your Liability for Unauthorized Transfers CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). If you contact us within two business days after you learn of the loss, theft, compromise or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission. If you do NOT contact us within two business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$500. Also, if your paper statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the paper statement was mailed to you, you may not get back any money you lost through transactions made after the 60 day time period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we will extend the times.

Disclaimer of Warranty and Limitation of Liability - We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the SYSTEM Services provided to you under this Agreement. We do not and cannot warrant that the SYSTEM will operate without errors, or that any or all SYSTEM services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to the SYSTEM, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of BANK and its affiliates exceed the amounts paid by you for the services provided to you through the SYSTEM.

Your Right to Terminate - You may cancel your SYSTEM service at any time by providing us with written notice by postal mail or fax or by contacting a branch office by telephone or in person. Your access to the SYSTEM will be suspended within three business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred before the date of cancellation.

Our Right to Terminate - You agree that we can terminate or limit your access to SYSTEM Services for any of the following reasons: 1. Without prior notice, if you have insufficient funds in any one of your BANK accounts. SYSTEM service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits. 2. Upon three business days' notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account. 3. Upon reasonable notice, for any other reason in our sole discretion.

Communications between BANK and You - Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

Email -You can contact us by email at customerservice@coastalbank.com. (Please note that banking transactions through SYSTEM are not made via external email.) **Telephone** - You can contact us by telephone at (425) 257-9000. **Facsimile** - You can contact us by fax at (425) 349-2695. **Postal Mail** - You can write to us at: Coastal Community Bank, PO Box 12220, Everett, WA 98206. You may visit us in person at any one of our locations: Downtown Everett Branch, 2817 Colby Ave, Everett, WA 98201; Sultan Branch, 425 Main St, Sultan, WA 98294; Monroe Branch, 19351 Hwy 2, Monroe, WA 98272; Freeland Branch, 1737 Main St, Freeland, WA 98249; Camano Island Branch, 818 N Sunrise Blvd, Camano Island, WA 98282; Darrington Branch, 1210 SR 530 NE, Darrington, WA 98241; Stanwood Branch, 9810 SR 532, Stanwood, WA 98292; Smokey Point Branch, 16419 Smokey Point Blvd, Arlington, WA 98223; Silver Lake Branch, 10520 19th Ave SE, Everett, WA 98208; Snohomish Branch, 928 Ave D, Snohomish, WA 98290; Marysville Branch, 319 State Ave, Ste 105, Marysville, WA 98270; Evergreen Way Branch: 5415 Evergreen Way, Everett, WA 98203; Woodinville 17601 140th Ave NE, Suite 100, Woodinville, WA 98072; Edmonds Branch: 123 3rd Ave S, Edmonds, WA 98020.

Consent to Electronic Delivery of Notices - You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the BANK SYSTEM website or by email. You agree to notify us immediately of any change in your email address.

Online Banking Disclosure Statement - The Internet Banking Customer ("Customer") hereby requests that COASTAL COMMUNITY BANK, Everett, Washington ("Bank") permit Customer's access to enrolled accounts, which Customer owns and maintains with Bank, via Bank's Online Branch Web Site, to wit: www.coastalbank.com ("Web Site"). Customer acknowledges and agrees that Bank, in granting Customer's request, shall issue to Customer an Initial Personal Identification Number ("Initial PIN") to facilitate Customer's exclusive access to the Web Site as requested herein and said Initial PIN shall be kept absolutely confidential by Customer to ensure the Web Site access security to Customer's accounts. Further, Customer herewith agrees to change the Initial PIN to a PIN of Customer's sole selection and choosing upon Customer's initial access to the Web Site, with such initial access by Customer to occur within 72 hours of Customer's receipt of the Initial PIN. Customer agrees to maintain the highest level of security with regard to the Initial PIN and all subsequent Web Site access PINs and understands that such security is Customer's sole responsibility. Neither Bank nor any of its representatives shall ever ask for Customer's PIN.

Bank assumes no responsibility, and Customer agrees that no such responsibility shall attach to Bank, to discover, audit, or report to Customer any possible breach in security or use of Customer's Initial PIN or any subsequent PIN established by Customer. Customer agrees, and herewith does so agree, that Customer shall promptly notify Bank of any security compromise, or potential security compromise, of Customer's Initial PIN or any subsequent PIN established by Customer.

Customer agrees, and herewith does so agree, that Customer shall be and is solely responsible for liability, loss, or damage, if any, resulting from Bank's actions, directly or indirectly, in accordance with requests and instructions received by Bank via the Web Site when access to Customer's account is gained via said Web Site by use, authorized or otherwise, of Customer's Initial PIN or any subsequent PIN established by Customer and Customer does further indemnify and forever hold harmless Bank from any and all such liability, loss or damage.

Upon Bank's granting of Customer's request herein made, Customer authorizes, and herewith does so authorize, Bank to honor and act upon all requests and instructions which Bank receives via the Web Site with regard to Customer's account(s) designated herein. Customer agrees, and herewith does so agree, to release Bank for responsibility or liability for any inaccuracy, interruption, delay or failure in transmission, and to indemnify and hold Bank harmless against claims based thereon, when same are occasioned by any circumstance beyond Bank's reasonable control, including but not limited to circumstances associated with the following: Web Site availability, wire service availability, weather, power failure, communication line failures, and errors or the lack of responsiveness of other organizations or entities.

Bank agrees, and herewith does so agree, to use its best efforts to act upon all instructions received via the Web Site with regard to Customer's account(s) on the banking day of receipt, when such instructions are received prior to deadlines set by Bank, and to use any means and routes that Bank, in its sole discretion, may consider suitable for the transmission of fund transfer requests. Customer assumes full and sole responsibility for all requests and instructions made via the Web Site with regard to Customer's account(s). The individual terms and conditions of Customer's account(s) shall continue to apply in all respects.

Bank may, at its sole option (but not obligation), verify instructions by inquiry to Customer at the telephone number(s) specified by Customer in the various account records with Bank. Said telephone number may be changed by written request of Customer, however, such change shall not be effective until received by Bank. Customer agrees, and herewith does so agree, to assign no responsibility whatsoever to Bank beyond the duty to exercise ordinary care, and Customer agrees that Bank shall be conclusively deemed to have exercised ordinary care when Bank follows the instructions received via the Web Site and pursuant to the procedures stated therein.

Customer shall have no right to reverse, adjust or revoke an instruction after it is received by Bank, except by mutual agreement between Customer and Bank. If Customer's specified account does not contain sufficient funds to accomplish a transfer, Bank may, at Bank's sole option, debit Customer's account into overdraft and Bank shall not be liable for damage to Customer as a result thereof; however, Bank shall not be obligated to debit Customer's account into overdraft. Customer shall pay overdrafts that occur from the herein-contemplated events, if any, upon demand, together with interest on the overdraft at the maximum lawful rate of interest. Bank may charge Customer's account at any time for the amount of such interest.

Online bill payment is provided to you for your convenience, at your request. The actual payment of such bills is handled by an independent third party, FIS Global, and the Bank cannot and will not guarantee or be held responsible for the completion and accuracy of such transactions.

Customer agrees, and herewith does so agree, to pay such fees as Bank may impose from time to time in accordance with Bank's customary pricing policies and to reimburse Bank for any direct or indirect charges or expenses incurred by Bank. Such fees shall be paid by Bank's debit to Customer's account.

The Bank cannot and does not guarantee that downloads from this site will not contain a virus or other destructive device. Additionally, you provide, request, and receive information from this site with the knowledge that such information can be intercepted and/or viewed by unknown third parties.

Please review our Security Statement and our Privacy Statement on our website for more detailed information on the security and privacy of this site. Please contact us at 425-257-9000 with any questions you may have regarding the above information and disclaimers.

If you do not have an email address, enter an '@' symbol.