

First Financial Northwest Bank

Policies & Notices

Last Updated September, 2020

First Financial Northwest Bank, along with our holding company and affiliates (collectively, “**FFNWB**”, “**us**” or “**we**”), is a corporate leader. We take our responsibilities seriously, not just as a member of this community, but as a regional and even national entity. We will continue to respect the rights and privacies of individuals and do not tolerate any prejudice, whether it be based on race, color, creed, religion, sex, age, national origin, marital status, sensory, physical or mental handicap, political ideology, or sexual orientation.

These Policies & Notices set out the terms and conditions for your use of www.ffnwb.com and other websites we own or operate, our online banking services (“**Online Banking**”), and mobile applications (“**Mobile App**”) (altogether, the “**Site**”) and when you visit our branch locations in person or communicate with us by phone, email, or any other ways (collectively, with the Site, the “**Services**”). We encourage you to read these Policies & Notices carefully.

Acceptance

By using our Services or by clicking to accept or agree where this option is made available to you in any agreement, electronic form, or user interface, you agree to be bound to these Policies & Notices in their entirety, and you represent and warrant that you are of legal age to form a binding contract and have authority to do so on behalf of yourself or the entity you represent. You must be of legal age and capacity to form a binding contract in order to accept the Terms. If you do not agree with the terms and conditions below, do not visit the Site or use any of our Services. Please note that additional terms and agreements may also apply to your use of certain Services.

PLEASE NOTE THAT OUR TERMS OF USE INCLUDE A CLASS ACTION WAIVER AND AN ARBITRATION AGREEMENT THAT GOVERNS ANY DISPUTES BETWEEN YOU AND FFNWB.

Privacy Policy

Financial companies like FFNWB choose how they share your Personal Information. Federal law requires us to tell you how we collect, share, and protect your Personal Information. Federal law also gives consumers the right to limit some but not all sharing. Please read our [Customer Privacy Policy](#) for more information about our privacy practices specific to our role as a financial institution.

Privacy Notice

This is the Privacy Notice for FFNWB. It is governed by and part of our Terms of Use, and applies to all FFNWB data collection activities, both offline and online, wherever it is posted. In some cases, we provide additional notices about our privacy practices, each

of which will be considered to form part of this Privacy Notice. Please read this Privacy Notice carefully to understand how we collect and use your information.

Scope. This Privacy Notice describes how FFNWB collects and uses information when you visit or access features on the Site, communicate with FFNWB by email, phone, in-person at a branch, or by any other means, or otherwise access or use our Services.

Consent. By visiting the Site, accessing, or using any FFNWB Services, you consent to this Privacy Notice and the collection and use of information as described herein. Your use of our Services is subject to this Privacy Notice as part of our Terms of Use, including its applicable limitations on damages and the provisions regarding resolution of disputes. If you do not agree with this Privacy Notice, do not access or use the Site or other FFNWB Services.

What is Personal Information? As used in this Privacy Notice, “**Personal Information**” means information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device, such as:

- Identifiers (e.g., name, address, telephone number, email address, username);
- Sensitive Personal Information (e.g. social security number, state identification number, financial information);
- Protected classification information (e.g. race, citizenship, marital status, sex, veteran or military status);
- Biometric information (e.g. photographs, keystrokes, biological characteristics);
- Internet or other similar activity (e.g. browsing history);
- Employment-related information (e.g. current or past employment);
- Non-public educational information, including information protected under the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99); and
- Commercial information (e.g. products or services purchased, obtained, or considered).

Personal Information does not include (a) publicly available information; (b) aggregate information, meaning data about a group or category of services or users from which individual identities and other Personal Information has been removed; or (c) deidentified information that cannot be easily linked back to the individual.

Personal Information FFNWB Collects. The type and scope of Personal Information we collect depends on your interactions with FFNWB and the Services you choose to use. We collect your Personal Information (a) when applicable, with your consent; (b) if we have a legitimate interest in doing so; or (c) as authorized or required by law. We only collect Personal Information as reasonable and necessary.

Categories collected. During the preceding 12 months, we have collected these categories of Personal Information:

- Identifiers;
- Sensitive Personal Information;
- Protected classification information;

- Biometric information;
- Internet or other similar activity;
- Employment-related information; and
- Commercial information.

Sources. We collect Personal Information from the following sources:

- **Directly from you when you visit the Site, with your consent.** We collect Personal Information from you via the Site when you actively provide it to us, such as by completing an online form, responding to a request for information, opening an account online, or enrolling in or using Services available on the Site. We may collect your contact information and other identifiers, as well as sensitive Personal Information if needed to verify your identify. We may also collect any other information you choose to provide to us, for example your employment information. We collect this information if you choose to provide it to us, and we use it for the purposes stated at the time of collection, to provide you with Services you request, and communicate with you or to send you direct marketing communications.
- **Directly from you when you use Online Banking or our Mobile App, with your consent.** If you enroll in Online Banking or our Mobile App, we will collect your contact information and other identifiers, as well as your internet protocol address. We will also ask you to choose a username and password, and we may collect biometric information for authentication purposes. If you choose to use certain bill pay and bank transfer features, we will collect financial information for your accounts with other financial institutions that you wish to use with these features. We use this information to provide you with Online Banking or our Mobile App, and to communicate with you and send you direct marketing communications.
- **Directly from you as a customer, with your consent.** When you become an FFNWB customer or otherwise use our banking Services, whether online or in-person at one of our branch locations, we collect contact information and other identifiers, as well as employment information and certain sensitive personal information like your social security number, date of birth, and gender. Depending on the Services and features you use, we may also collect information about your accounts with other financial institutions, a copy of your photo ID, your beneficiaries' Personal Information, and any other Personal Information you choose to provide at your option. We use this information to open and service your accounts, debit card, and other Services in accordance with federal law, and to meet our federal and state reporting requirements. Please note that the Personal Information we collect to provide you with Services as a financial institution is subject to our [Customer Privacy Policy](#), and may be exempt from other consumer privacy law protections.
- **Indirectly from your use of the Site or online Services, for our legitimate interest.** We may collect certain information from you automatically when you visit the Site or use Online Banking, our Mobile App, or our other online Services. For example, we may capture your IP address, the type of operating system and

browser you use, analytical information about how you use our online Services, and your geolocation. Like most commercial websites, we use cookies and other technologies to collect and store other information about your visit to, or use of, our online Services. Please read our [Cookie Notice](#) for more information about how we use cookies. We collect this information to achieve our legitimate interest of maintaining and improving our online Services.

- **From Third Parties.** We may also collect information about you from third-party sources, both online and offline, such as other financial institutions where you hold accounts for your use of certain Services, financial institutions with which we have a joint marketing agreement, co-branded partner sites or commercially available third-party sources, such as credit reporting agencies and title companies. We may combine this information with other information we have collected about you. We also may collect Personal Information about you from our affiliates, social media and other websites, the press or media, and other consumers when they refer you to us for Services or list you as a beneficiary, relative, or reference.

Children's Online Privacy. The Site and our other online Services are not intended for children under 16 years of age. We do not knowingly collect Personal Information from children under 16 without verification of parental consent. If we discover that a child under 16 has provided us with Personal Information online, we will delete that information from our systems. If you believe we might have information from or about a child under 16, please contact us at privacy@ffnwb.com or 866-372-1200.

Use of Your Personal Information. FFNWB uses the information we collect about you in a variety of ways, depending on your relationship with FFNWB and the Services you use. In addition to the specific uses described above, we might use your information to:

- Process applications and transactions.
- Provide and improve certain features within our Services' interface and functionality, such as using your geolocation information to locate the nearest ATM or branch location.
- Communicate with you and provide you with tailored content and marketing.
- Prevent fraud, such as by verifying your identity, and enhance the security of your account or our Services.
- Improve our Services and develop new products and service offerings.
- Perform audits and other internal functions.
- Support our legal and regulatory compliance and risk management efforts, such as monitoring our compliance with fair lending laws and regulations.
- Protect your privacy and enforce this Privacy Notice.
- If necessary, identify, contact or bring legal action against persons or entities who may be causing injury to you, FFNWB, or others.
- Monitor your compliance with your agreements with us.
- Fulfill any other purpose to which you consent.

Sharing Your Personal Information. In the preceding 12 months, FFNWB has shared the following categories of Personal Information for a business purpose:

- Identifiers;

- Sensitive Personal Information;
- Protected classification information;
- Biometric information;
- Internet or other similar activity;
- Employment-related information; and
- Commercial information.

Recipients. FFNWB may share Personal Information for a business purpose to the following recipients:

- **Service Providers.** Vendors that provide us with services (collectively, “**Service Providers**”) may have access to your Personal Information while they are performing their contractual obligations to FFNWB. These Service Providers include but are not limited to technology solutions such as Fiserv, Inc. and its affiliates, cash management services, commercial partners such as loan processors, IT service providers, marketing companies, third party audit and fraud prevention services, and data hosting providers. The type of information that we provide to a Service Provider will depend on the purpose of the service that they provide to us. We prohibit our Service Providers from selling the Personal Information we provide, and we require all Service Providers to maintain confidentiality standards that are commercially reasonable to ensure the security of your Personal Information.
- **Other Financial Companies.** We may share your Personal Information with other financial companies for joint marketing purposes subject to a joint marketing agreement.
- **Advertisers.** We disclose information to Service Providers that are network advertisers, sponsors, and/or traffic measurement services (collectively, “**Advertisers**”) to enable those Advertisers to serve targeted advertisements to you on other websites or other media (e.g., social networking platforms). We allow some Advertisers to assist us with behavioral advertising by collecting and analyzing certain information when you visit our Site (e.g., click stream information, browser type, time and date, subject clicked or scrolled over). Advertisers typically use a cookie or other technologies to personalize advertising content and measure the effectiveness of their ads, as described in our [Cookie Notice](#).
- **Affiliates.** We disclose the information we collect from you to our affiliates or subsidiaries. If we do disclose your Personal Information to our affiliates or subsidiaries, their use and disclosure of your Personal Information will be subject to this Privacy Notice.
- **Law enforcement,** and other governmental agencies, as permitted or required by law.
- **Cookie Information Recipients,** subject to their respective privacy notices.
- **Other Third Parties,** as permitted by applicable law, for example: if we go through a business transition (e.g., merger, acquisition, or sale of a portion of our

assets); to comply with a legal requirement or a court order; when we believe it is appropriate in order to take action regarding illegal activities or prevent fraud or harm to any person; to exercise or defend our legal claims; or for any other reason with your consent.

Aggregated and Deidentified Information. FFNWB may create or compile Personal Information and other non-personal data into an aggregated form that does not personally identify you or anyone else. FFNWB may also process, use, or share aggregated, anonymized, or deidentified information about any individuals with nonaffiliated entities for our business and legal purposes, without restriction.

No Sale of Personal Information. FFNWB does not and will not sell your Personal Information.

Do Not Track. Do Not Track signals are signals sent through a browser informing us that you do not want to be tracked. Currently, our systems do not recognize browser “do-not-track” requests. You may, however, disable certain tracking as discussed below.

Social Networking. If you access the Site from a social networking website, we may receive and retain Personal Information about you from such social networking website. Your use of social networks via a link from our Site is entirely optional and subject to the privacy policy and terms of use of the social networking website you choose to use.

Third Party Websites. This Privacy Notice does not apply to information collected on any third-party website or platform not owned or controlled by FFNWB, including those accessible from or on the Site. Your use of a third-party website is governed by the website owner’s privacy notice, and FFNWB has no control over their privacy practices. FFNWB is not responsible for the information practices of such websites. We encourage you to review and understand the privacy notices of such websites before providing them with any information.

[Your Privacy Rights](#)

FFNWB provides you the ability to exercise certain controls and choices regarding our collection, use, and sharing of your information. Depending on where you reside, your options to control your Personal Information may include some or all of the following:

- Changing your enrollment in, registration for, or use of the Services.
- Changing your preferences for how and about what we communicate with you.
- Correcting, updating, and deleting the Personal Information in your account. Please note that certain legal obligations may limit or prevent our ability to fulfill these requests, and that copies of information that you have updated, modified, or deleted may remain viewable in cached and archived pages of the Site or Software for a period of time.
- Requesting access to, or that we amend or delete, the Personal Information we hold about you.
- Choosing whether to receive marketing communications from us, including promotions, surveys, and information about products and services that may be of interest to you.
- Controlling how the cookies we use interact with your browser.

Controlling Your Personal Information. To exercise your privacy rights, express concerns, lodge a complaint, or obtain additional information, please contact FFNWB via your Online Banking account, by email at privacy@ffnwb.com, or toll free at 866.372.1200.

Note that Personal Information we collect or use in our capacity as a financial institution is subject to different protections. For example, if you are a customer with an FFNWB financial product or service, we will limit sharing of your information as appropriate and in accordance with your choices in response to our [Customer Privacy Policy](#).

California Resident Privacy Rights

This notice provides residents of the State of California (“**California Consumers**”) with the disclosures and notices required under the California Consumer Privacy Act of 2018 (“**CCPA**”). The following paragraphs apply solely to California Consumers and describe the specific rights afforded under the CCPA.

Banking Services Exception. Note that Personal Information we collect or use solely in our capacity as a financial institution for the purpose of providing you with financial services is subject to different protections. For more information, please see our [Customer Privacy Policy](#).

Business Exception. The CCPA provides California Consumers with certain rights and protections with respect to their Personal Information. As such, the protections described in this notice generally do not apply to the information we collect related to business accounts and other Services directed at our business customers. Further, Personal Information we collect from an employee of a business acting on behalf of an employer is not protected Personal Information under the CCPA.

California Consumer Rights. California Consumers may exercise the following rights over their Personal Information, subject to our receipt of a verifiable [Consumer Privacy Request](#), as well as any exceptions and limitations that may apply.

- **Right to Disclosure.** You have the right to request that we disclose information to you about our collection and use of your Personal Information over the past 12 months, such as (i) the categories of Personal Information we have collected about you; (ii) the categories of sources for the Personal Information we have collected about you; (iii) our business purpose for collecting or selling that Personal Information; (iv) the categories of third parties with whom we share that Personal Information; and (v) if we sold or disclosed your Personal Information for a business purpose, two separate lists stating (a) sales, identifying the Personal Information categories that each category of recipient purchased; and (b) disclosures for a business purpose, identifying the Personal Information categories that each category of recipient obtained. FFNWB is only required to respond to two disclosure requests within a 12-month period.
- **Right to Access.** You have the right to request that we provide you with access to specific pieces of Personal Information we have collected about you over the past 12 months (also called a data portability request). If you submit a right to access request, we will provide you with copies of the requested pieces of

Personal Information in a portable and readily usable format. Please note that FFNWB is prohibited by law from disclosing copies of certain pieces of Personal Information (e.g., government identification numbers, financial account information, and passwords or security questions and answers) because the disclosure would create a substantial, articulable, and unreasonable risk to the security of the information, our business systems, or your account. FFNWB is only required by law to respond to two access requests within a 12-month period.

- **Right to Deletion.** You have the right to request that we delete any of your Personal Information that we have collected from you and retained, with certain exceptions. FFNWB may permanently delete, deidentify, or aggregate the Personal Information in response to a request for deletion. If you submit a right to deletion request, we will confirm the Personal Information to be deleted prior to its deletion, and we will notify you when your request is complete.
- **Right to Nondiscrimination.** We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by law, we will not (i) deny you goods or services; (ii) charge you different prices or rates for goods or services; (iii) provide you a different level or quality of goods or services; or (iv) suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services, because you exercised a right under the CCPA.
- **Right to Disclosure of Marketing Information.** California's Shine the Light Act (Civil Code sections 1798.83-1798.84) entitles California residents to request certain disclosures regarding Personal Information sharing with affiliates and/or third parties for marketing purposes.

We endeavor to respond to a verifiable [Consumer Privacy Request](#) from a California Consumer within 45 days of receipt. If we require more time, we will notify you in writing of the reason and extension period. We will deliver our written response by mail or electronically, at your option. Any disclosures we provide will only cover the 12-month period preceding receipt of the verifiable consumer request. If we cannot comply with part or all your request, we will explain the reasons in our response.

General Data Protection Regulation (GDPR)

First Financial Northwest Bank is unable to support and maintain account(s) that have residential or mailing addresses or other contact information in European countries due to the far-reaching regulatory impact imposed by GDPR.

Terms of Use

Consent to Do Business Electronically. By accessing our Site, opening an account with FFNWB, using our Services, or typing your name into any of our electronic forms and indicating your acceptance or submission of information by clicking a box, you affirmatively consent to (a) FFNWB communicating with you electronically; (b) receiving all applications, notices, disclosures, and authorizations (collectively, "**Records**") from FFNWB electronically; and (c) entering into agreements and transactions using electronic Records and signatures. Please note that federal law treats electronic signatures as

having the same legal force and effect as if they were signed on paper by hand, and online contracts have the same legal force as signing an equivalent paper contract in ink. You must have a computer or other web-enabled device, connection to the internet, an active email account, and the ability to receive and read PDF files (such as Adobe® Acrobat® Reader) to conduct business with us electronically. You agree to be responsible for keeping your own Records. You may print or download Records from the Site and keep them for your own reference. If you require assistance with your Records or if you wish to receive Records in paper format or to withdraw your consent to receiving electronic Records from us, please contact us at info@ffnwb.com. Agreements and transactions executed prior to this request will remain valid and enforceable.

Communications from FFNWB. We may use your contact information to communicate with you about our Services. For example, we may send you service announcements or administrative communications by email, phone, mail, or other means. In addition, we may send you marketing communications by email, mail, or other means in compliance with applicable law. You may opt-out of receiving marketing communications from FFNWB by following the instructions in [Your Privacy Rights](#). However, you will not be able to opt-out from receiving service announcements and administrative messages.

SMS Text Message Consent. If you provide us with your cell phone number, we may use it to send you informational or service-related text messages. We may also use your cell phone number to send you telemarketing text messages if you give us express consent to do so. Please notify FFNWB if there is any change to your mobile number.

Please note the following important terms and notices:

- The number and frequency of text messages you receive from FFNWB will depend on the Services for which you sign up and the preferences and settings you select.
- Consent to receive telemarketing text messages is not required as a condition of purchasing goods and services.
- Texts may be sent using an automatic telephone dialing system.
- To opt out of receiving text messages from FFNWB, reply STOP to any of these text messages.
- For assistance, text "HELP" to 61539.
- Message & Data Rates may apply to confirmation and all subsequent messages. Any costs related with receiving a text message are the responsibility of the individual receiving it. Check with your wireless provider for details on receiving text messages.

For any questions about FFNWB's use of SMS text messaging or to have a copy of this consent mailed to your address of record, please contact us at info@ffnwb.com, toll free at 866.372.1200 or by mail at:

First Financial Northwest Bank
Attn: Marketing Department
PO Box 360

Renton, WA 98057

Contents and Ownership. Unless otherwise expressly indicated, the information contained on our Services (including but not limited to all products, services, and related documentation available on the Site or in the Services, and all features, functionality, ideas, images, illustrations, designs, photographs, video clips, text, graphics, icons, designs, software code, and other materials, as well as names, logos, taglines, trade dress, and other trademarks on the Site or in the Services) are copyrights, trademarks, trade dress or other intellectual property (collectively, the “**Contents**”) owned, controlled, or licensed by FFNWB or its affiliates, or are the property of their respective owners. The Contents are protected by U.S. and foreign copyright, trademark, trade dress, or other proprietary right laws and international conventions. No license to or regarding any of the Contents is granted in connection with your use of the Site or Services, except as specifically set forth in the applicable license terms pertaining to certain FFNWB Services. Only a duly authorized officer of FFNWB may grant permission or a license to use any of our Contents; any attempted grant or similar promise by anyone other than a duly authorized officer of FFNWB is invalid.

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Trademarks. The following is a non-exhaustive list of FFNWB’s registered trademarks, domain names, and business names: First Financial Northwest Bank; FFNWB Mobile; FFNWB Business; FFNWB Business Token; FFNWB Card Access; and the FF logo. The following is a non-exhaustive list of FFNWB’s non-registered trademarks, domain names, and business names: www.ffnwb.com. FFNWB’s trademarks and trade dress, including names, logos, taglines, trade dress, and other trademarks, may not be copied, imitated, or used, whether in whole, partial or modified form, without the prior written permission of FFNWB. You may not use any meta tags or any other hidden text utilizing a FFNWB name, trademark, or product name without FFNWB’s prior written permission. Third-party trademarks and service marks used on our Site are the property of their respective owners, and we use them with their consent. FFNWB and the other licensors of the marks on our Site reserve all rights with respect to all Contents and all intellectual property.

Reports. FFNWB may, from time to time, deidentify the Personal Information (“**Deidentified Information**”) that we collect and combine it with others’ Deidentified Information in order to generate reports and studies. FFNWB uses these reports and studies for internal purposes only. Any such reports or studies are the sole and exclusive property of FFNWB. You hereby assign any rights you may have to such reports, studies, and your Deidentified Information contained therein to FFNWB in perpetuity throughout the world for any and all present or future uses in any and all languages and for no compensation. All Deidentified Information will be treated as nonconfidential and nonproprietary. FFNWB shall be under no obligation of any kind with respect to such Deidentified Information and shall be free to reproduce, make derivative works from, use,

disclose, and distribute the Reports to others without limitation. Additionally, FFNWB may use any ideas, concepts, know-how, or techniques contained in generating reports or studies for any purpose whatsoever, including but not limited to developing, manufacturing, or marketing products incorporating such information.

Acceptable Use. You have a revocable, nontransferable, nonexclusive license to access, view information on, and interact with the Site and other Services applicable to you, solely for your own personal or internal business use. You may not use the Services for any commercial purpose (other than for transacting business with FFNWB) or for any unlawful or wrongful purpose. By using the Services and features thereof, you represent and warrant that (a) any information you submit to FFNWB is truthful and accurate; (b) you will maintain the accuracy of that information; and (c) your use of our Services and features thereof does not violate any applicable law, rule or regulation. Any information that you provide to us will also be subject to our Privacy Notice. The permissions described herein will terminate automatically if you breach any of these Terms of Use.

Without limiting the generality of the foregoing, you represent and warrant that you will not use the Services:

- For illegal, fraudulent, unauthorized, or improper manner, and all other illegal activities are prohibited and may subject a user to legal action and/or termination of your access to the Services.
- In a manner that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers;
- To transmit, receive, or use material or data that is illegal, or material or data we determine in our sole discretion to be harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of FFNWB or any third-party service provider involved in the provision of our Services;
- For purposes related to illegal drugs, criminal activity, adult themes or sexual content, violence, hate groups and organizations;
- False, misleading, or inaccurate information or material;
- Any material that would expose FFNWB, any third-party service provider involved in providing our Services, or any other third party to liability; or
- Any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party.

Use Restrictions. Accessing the Services does not authorize you to use any Contents in any manner other than specifically authorized by these Terms of Use. You agree not to rent, retransmit, disclose, publish, sell, assign, lease, sublicense, market, or transfer the Services or any portion thereof (including the Content) or use it in any manner not expressly authorized by these Terms of Use. You further agree not to copy, reverse engineer, translate, port, modify, or make derivative works of any portion of the Services. You may not use our Contents for any purpose not expressly stated in these Terms, including in any way that might disparage us. Any other use of the Contents in the

Services, including reproduction for purposes other than as noted above, without the prior written permission of FFNWB is strictly prohibited.

Tampering with the Services is strictly prohibited and may subject a user to legal action and/or termination of your access to the Services. You hereby agree not to use any device, software, or routine to interfere or try to interfere with the proper working of our Services or any activity being conducted via the Services. You further agree not to use or try to use any engine, software, tool, agent, or other device or mechanism (including browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Services other than the search engine and search agents that we make available via the Services and other than the generally available third-party web browsers. In addition, you are strictly prohibited from violating or trying to violate the security features of the Services, such as by:

- Using or attempting to use a third party's account.
- Accessing Services, features, or data not intended for you or logging onto a server or an account that you are not authorized to access.
- Attempting to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures unless we expressly authorize that you do so in writing.
- Attempting to interfere with service to any user, host or network, such as by means of submitting a virus to the Site, overloading, "flooding," "spamming," "mail bombing," or "crashing."
- Sending unsolicited email, including junk mail, spam, promotions and/or advertising of products or services forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting.
- Interfering in any manner with the provision of our Services, the security of the Services, other customers, or FFNWB.

If you violate our system or network security, you may face civil or criminal liability. We will investigate occurrences that may involve such violations. We may involve or cooperate with law enforcement authorities in prosecuting users who are involved in such violations.

Third Party Platforms. FFNWB does not exercise any control over websites, apps or other platforms not owned or operated by us ("**Third Party Platforms**"). We are not responsible for information practices (including collection, usage, disclosure, or data security) of any third parties, including any third party operating a Third Party Platform that we may implement or maintain for our customers, regardless if we have an independent business relationship with that third party. We do not endorse, are not responsible for, and make no representations or warranties regarding the content, accuracy, ability, or fitness for any particular purpose of any Third Party Platform, and we will not be liable for any harm resulting from or in connection with reliance on any Third Party Platform, including but not limited to claims for lost or compromised data, defamation, libel, slander, infringement, invasion of privacy and publicity rights, obscenity, pornography, profanity, fraud, or misrepresentation.

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INDEMNIFICATION. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS FFNWB, OUR SUBSIDIARIES AND OUR AFFILIATES, AND THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS, AGENTS, PARTNERS AND EMPLOYEES FROM ANY LOSS, LIABILITY, COST, EXPENSE, CLAIM, DAMAGES, OR DEMAND, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS FEES, DUE OR RELATING TO OR ARISING OUT OF (A) YOUR USE OF OUR SERVICES IN VIOLATION OF OUR TERMS, (B) YOUR BREACH OF OUR TERMS, OR (C) ANY BREACH OF YOUR REPRESENTATIONS AND WARRANTIES SET FORTH IN OUR TERMS.

LIMITED LIABILITY. IN NO EVENT SHALL THE FFNWB OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, SUPPLIERS, OR THIRD-PARTY

SERVICE PROVIDERS BE LIABLE TO YOU OR ANY OTHER PERSON RELATED TO OR ARISING OUT OF USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION FOR SPECIAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF USE, DATA, PROFITS OR GOODWILL, BUSINESS INTERRUPTION, OR COMPUTER FAILURE OR MALFUNCTION, WITHOUT REGARD TO THE FORM OF ANY ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORTIOUS ACTIONS, ALL ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, COPYING, OR DISPLAY OF THE CONTENT OF THIS SERVICES. THIS LIMITATION APPLIES TO ALL CLAIMS, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, DEFAMATION, STRICT LIABILITY, MISREPRESENTATION, PRODUCTS LIABILITY, VIOLATIONS OF LAW (INCLUDING REGULATIONS), NEGLIGENCE, AND OTHER TORTS, AS WELL AS THIRD-PARTY CLAIMS. Without limiting the foregoing provisions or the provisions of our Privacy Notice, the limit on total cumulative liability owed by FFNWB to you or any person for any claims arising from or relating to the service shall be limited to one hundred dollars (\$100.00).

CLASS ACTION WAIVER. YOU HEREBY WAIVE ANY RIGHT TO COMMENCE OR PARTICIPATE IN ANY CLASS ACTION LAWSUIT AGAINST FFNWB RELATED TO ANY CLAIM, DISPUTE OR CONTROVERSY, AND, WHERE APPLICABLE, YOU HEREBY AGREE TO OPT OUT OF ANY CLASS PROCEEDING AGAINST FFNWB OTHERWISE COMMENCED.

Arbitration Agreement. Please read this section carefully. This section affects rights that you may otherwise have. It provides for resolution of most disputes through arbitration instead of court trials and class actions.

YOU AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, ALSO MAY BE UNAVAILABLE OR LIMITED IN ARBITRATION.

Any claim or dispute brought by you arising from or relating to these Terms, or to the relationships that result from these Terms, including disputes about the validity, scope, or enforceability of this arbitration provision (collectively, “**Covered Disputes**”) may, at FFNWB’s option and in its sole discretion, be settled exclusively by binding, individual arbitration rather than in court, to be held in King County, Washington, or another location mutually agreeable to the parties. The arbitration will be conducted by the American Arbitration Association under its rules and procedures. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. Prior to initiating any arbitration, you will give FFNWB at least 60 days’ advanced written notice of your intent to file for arbitration. You must provide such notice by email to compliance@ffnwb.com. During such 60-day notice period, the parties will endeavor to settle any Covered Disputes amicably by mutual discussions. Failing such amicable settlement and expiration of the notice period, either party may initiate arbitration. The

arbitrator will have the power to grant whatever relief would be available in court under law or in equity, and any award of the arbitrator(s) will be final and binding on each of the parties. Judgment upon the award rendered by an arbitrator may be entered in any court of competent jurisdiction. The arbitrator will apply applicable law and the provisions of these Terms, and the failure to do so will be deemed an excess of arbitral authority and grounds for judicial review. You are not entitled to arbitrate any Covered Dispute as a class, representative, or private attorney general action, and the arbitrator(s) will have no authority to proceed on a class, representative, or private attorney general basis. If any provision of the agreement to arbitrate in this section is found illegal or unenforceable, the remaining arbitration terms shall continue to be fully valid, binding, and enforceable (but in no case will there be a class, representative, or private attorney general arbitration). These Terms and related transactions will be subject to and governed by the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (FAA) and, where otherwise applicable, by the laws of the State of Washington. FFNWB reserves all rights to pursue any and all claims and remedies, whether in a court of law or other tribunal, and in no way shall the foregoing be interpreted to limit FFNWB's rights in this regard.

Governing Law. Claims relating to, including the use of, the Services and the Contents contained herein are governed by the laws of the United States and the State of Washington, without regard to its conflicts of laws rules. If you choose to access the Site from another location, you do so on your own initiative and are responsible for compliance with applicable local laws. The state and federal courts located nearest to Renton, Washington, shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. FFNWB controls and operates the Site from its offices within the United States. You acknowledge that you may not be able to access all or some of the Services outside of the United States, and that access thereto may not be legal by certain persons or in certain countries. If you choose to access the Site or Services from another location, you do so on your own initiative and are responsible for compliance with applicable local laws.

Mobile Wallet Terms

FFNWB mobile wallet allows customers to add, attempt to add, or keep any eligible debit card issued by FFNWB ("Card") in a mobile wallet or any other electronic payment system into which your Card may be enrolled by you ("Wallet") on any mobile phone, tablet, watch, or other device ("Device") that supports the Wallet.

The deposit account agreements and cardholder agreements ("Account Agreements") governing your card apply in full to your use of the Wallet. Your Account Agreements may describe, for example, the applicable fees and other rights and obligations that apply when you use a Card. In the event of any conflict between these Terms of Use and your Account Agreements, the terms and conditions of your Account Agreements will control. You understand that your use of the Wallet will also be subject to agreements or terms of use with the relevant wireless companies or data service providers and other third parties ("Wallet Providers"). In addition, by adding an eligible Card to the Wallet, you agree to the following terms and conditions, which are part of FFNWB's Terms of Use:

- **Using the Wallet.** The Wallet allows you to create virtual representations of your Card that you can use to make (i) contactless payments at merchant point-of-sale terminals and readers that accept contactless payments in the United States, its commonwealths, possessions, and territories and (ii) online or in-app purchases at merchants participating in the Wallet. Virtual representations of your Card use a token assigned by VISA in place of your card account number and information for a more secure transaction. Not all Cards are eligible to be added to the Wallet. We may not add a Card to the Wallet if we cannot authenticate the Card or if we otherwise suspect that there may be fraud associated with the Card. The Wallet Provider allows you to make purchases using an added Card wherever the Wallet is accepted. In certain cases, the Wallet may not be accepted outside the United States or at all places where your Card is accepted.
- **Applicable Fees.** We do not charge you any fees for adding a Card to the Wallet, but you are responsible for paying any fees or charges associated with your Card under your Account Agreements. In addition, wireless companies, data service providers and other third parties may charge you service fees in connection with your use of your Device or Wallet.
- **Card Removal, Cancellation or Suspension.** You may remove a Card from the Wallet by following the Wallet Provider's procedures for removal. FFNWB reserves the right to cancel your card or suspend your ability to use a Card to make purchases via the Wallet. We may take these actions at any time and for any reason, such as if we suspect fraud with your Card, if you have an overdrawn or negative balance on your Card account, if applicable laws change, or if directed to do so by the Wallet Provider or the applicable card network (such as Visa®). We reserve the right to discontinue supporting the use of any Card with the Wallet.
- **Your Card Security.** You agree to protect and keep confidential your User ID, personal identification number (PIN), passwords, and all other information required for you to make purchases with your Card using the Wallet. If you share these credentials with others, you are authorizing them to access the Wallet and make purchases with your Card or obtain your personal information.
- **Mobile Wallet Security.** You agree not to deactivate any of the security features on your Device or bypass procedures to safeguard your Card. You acknowledge and understand that the Wallet Provider is a Third Party Platform and, as such, is responsible for the security of information provided to it or stored in the Wallet. FFNWB is not responsible for any security breach affecting any information stored in the Wallet or sent from a Wallet Provider.
- **Notify Us of Errors or Fraud.** You agree to notify FFNWB immediately if you believe there are errors or if you suspect fraud with your Card or if your Device is lost, stolen, or replaced so that we may delete your Wallet enrollment.
- **Error Resolution.** We will resolve any potential error or fraudulent purchase in accordance with the Account Agreements. We will not be liable for any losses you incur except as specifically described in the Account Agreements or as otherwise provided by law.

- **FFNWB is Not Responsible for Wallet Use or Function.** FFNWB offers the Wallet as a Service to its customers, and is responsible for validation of new tokens, as well as suspending, or deleting cards and tokens in the card system. However, FFNWB is not the provider of the Wallet. Except as it relates to your Card, we are not responsible for the use or function of the Wallet. We are not responsible for, (i) any failure of the Wallet or a Wallet Provider, (ii) your inability to use the Wallet for any transactions, or (iii) any loss, injury, or inconvenience you suffer as a result of a merchant refusing to accept the Wallet. If you have any questions or issues with a third-party product or service, including issues pertaining to the operation of your Device, please contact the appropriate third party for customer support and assistance.

Account Security

FFNWB considers customer account security a top priority. We strive to protect and secure our customers' digital access to their accounts from whatever devices they use. We implement technical, organizational, and physical safeguards in place to help protect your information from unauthorized access, processing, or disclosure. We maintain internal policies to govern the collection, processing, access, and handling of data. We use technical safeguards to protect information online and stored on our systems.

Please note, however, that no transmission of data over the Internet or mobile platforms is 100% secure, and we cannot guarantee that unauthorized third parties will not defeat our security measures or use your Personal Information for improper purposes. The steps you take to complement the many safeguards we apply are particularly important.

We recommend you follow these security tips to help keep your information secure while using a mobile device to access your FFNWB account:

- **Login Credentials.** Your Online Banking username and password are confidential. Choose a robust password that nobody else knows or can easily guess and keep your login and password private. We are not responsible for any lost, stolen, or compromised passwords, or for any activity on your account via unauthorized activity. Please read the FDIC's brochure on [Identity and Email Fraud](#) to learn how you can better protect your identity online.
- **Your Devices.** Take steps to protect against unauthorized access to your phone, computer, and other devices, for example by signing off after using a shared computer.
- **Only Use Official FFNWB Apps.** There are many banking mobile applications on the market, including some that pose as a legitimate bank but are designed to gain unauthorized access to your information. It is important to ensure that you download an official FFNWB Mobile App. Click [here](#) to see our official Mobile Apps.

- **Site Access.** Only access the Site by typing the Site URL or using a saved bookmark on the web browser. Do not access the Site via a link provided by a third party. Any outside links may take you to a “spoofed” website designed to look like FFNWB’s Site in order to entice you to divulge Personal Information.
- **Avoid Public Wi-Fi.** Most public Wi-Fi connections are not secure, meaning your information can be more easily intercepted. We recommend you only use a secure Wi-Fi connection, such as your home internet access, when using the Mobile App.
- **Bluetooth.** Take care when using Bluetooth with your mobile device. Bluetooth connections with devices not owned by you increases the risk of security issues like hacking and spamming your mobile device.
- **Logout Manually.** Be sure to manually logout of the Mobile App each time you finish using Mobile App. This method is more secure than relying on the Mobile App to automatically logout when your session times out.
- **Lock Your Device.** Use a PIN, password and/or fingerprint or facial recognition to secure your mobile devices. Do not store your PIN or passwords on the device. A strong password lock can be the deciding factor whether an unauthorized person gains access to your bank accounts or other personal information.
- **Watch for fraudulent emails and Text messages.** Never share your password, account information, credit or debit card information, Social Security numbers or other sensitive personal information via text message, email or social media. Bad actors sometimes send fake communications by text, email or social media that appear to be from a government agency or legitimate business asking you for personal information. Do not respond to these messages. FFNWB will never ask for your personal information through these channels.
- **Requests for Information.** FFNWB will never ask you to provide any Personal Information via email. Likewise, FFNWB will never contact you to request your social security number, account number or personal identification number (PIN). Please report any such requests to us immediately at info@ffnwb.com or toll free at 866.372.1200.
- **Cybersecurity.** For more information about cybersecurity, please see the FDIC’s [A Cybersecurity Guide for Customers of Financial Institutions](#).

Concerns? If you have any reason to believe that an interaction with FFNWB is not secure, please notify us immediately by calling 866.372.1200.

General

Miscellaneous Terms. You may not assign, delegate, or transfer these Terms or your rights or obligations hereunder in any way (by operation of law or otherwise) without prior written consent from FFNWB. We may transfer, assign, or delegate these Policies &

Notices and our rights and obligations without consent. No joint venture, partnership, employment, or agency relationship exists between you and FFNWB as a result of these Policies & Notices or your use of FFNWB's Services. If any provision of these Policies & Notices is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. FFNWB's failure to enforce any provision of these Policies & Notices will not be deemed a waiver of that provision or any other provision of these Policies & Notices.

Modifications. We reserve the right to modify change these Policies & Notices at any time by updating this posting without notice. All changes are effective on the Last Updated date noted at the top of these Policies & Notices. If you use the Services in any way after a change to the Policies & Notices is effective, that means you agree to all of the changes. You are responsible for periodically visiting this posting to check for any changes.

Questions? If you have any questions, disputes, or complaints about our Services, please contact FFNWB at privacy@ffnwb.com or toll free at 866.372.1200.