

Online Banking Services Agreement

AGREEMENT AND DISCLOSURES

Before using ZB, N.A. DBA The Commerce Bank of Oregon's Online Banking Services, you must consent to receive disclosures electronically via Online Banking and read and agree to this Online Banking Services Agreement.

- Your consent to receive disclosures electronically will cover all Online Banking Services you subscribe to and all Online Banking transactions you conduct, for as long as you remain a subscriber to the Bank's Online banking services. These services and transactions will include all of the services described in the Online Banking Services Agreement set forth below, and to Bill Pay, External Account Transfers and any other Online Banking services you agree to by separate agreement. You may withdraw your consent to receive disclosures electronically by notifying us at 503-548-1000, in which case your Online Banking Services Agreement will be terminated and you will not be able to conduct Online Banking transactions.
- In order to subscribe to the Bank's Online Banking services and receive disclosures electronically, you must use a commonly accepted and recent version of a web browser that supports SSL encryption.
- In order to keep notices and disclosures delivered to you electronically, you must have the ability to print or save them to your computer. Many of our disclosures are available in Adobe Acrobat Portable Document Format (PDF) documents that you can save to your computer.
- Through Online Banking services, we provide disclosures electronically. Many of those disclosures will also appear in your account statement. If you would like a paper copy of any electronic disclosure, you may request one by calling Customer Service at 503-548-1000. There will be no additional charge for paper copies of disclosures.
- By accepting and agreeing to the Online Banking Services Agreement below, you consent to receive disclosures as outlined above.

1. ONLINE BANKING SERVICES AGREEMENT

This Online Banking Services Agreement (this "Agreement") explains the terms and conditions governing your use of ZB, N.A. DBA The Commerce Bank of Oregon Online Banking Services. The terms "our," "we," "us," "ZB, N.A. DBA The Commerce Bank of Oregon," and "Bank" refer to ZB, N.A. DBA The Commerce Bank of Oregon. The terms "you" and "your" refer to the Personal Customer or Business Customer entering into this Agreement for Online Banking Services. Definitions for other capitalized terms used herein can be found at the end of this Agreement.

2. AVAILABLE ONLINE BANKING SERVICES

With Online Banking, you may enroll your loan, credit card and deposit accounts as Eligible Accounts and may then access those Eligible Accounts to obtain balances, transaction history and other information. You may also conduct the types of transfers described under "TRANSFERS" below.

You may also use Bill Pay, External Account Transfers and certain other banking services by agreeing to separate agreements for those services. The Bank may, from time to time, offer and introduce new banking services, and will notify you of the existence of these new products and services.

All of these current and future services will be governed by the terms of this Agreement.

3. PROTECTING YOUR ACCOUNT

A. Preventing Misuse

Protect Your Password - Your Password is used to gain access to the Online Banking Services and should be kept confidential at all times. For your protection, we recommend that you change your Password regularly. It is recommended that you memorize this Password and do not write it down. You are responsible for keeping your Password, account numbers and other account data confidential.

B. Your Liability for Unauthorized Transfers

If you believe your user name, your Password, your ATM Personal Identification Number (PIN), or any other approved access devices have been lost or stolen, or that someone has transferred or may transfer funds from your Bank account without your authorization, contact us IMMEDIATELY at 503-548-1000. CONSUMER ACCOUNTS: For a complete description of your and the Bank's responsibilities and liability with respect to unauthorized electronic transactions, review the appropriate sections of the Bank's Deposit Agreement and Disclosure.

C. In Case of Errors or Questions about Your Account

Please contact Client Service at 503-548-1000 in regards to errors or questions about your transfers. CONSUMER ACCOUNTS: Refer to the section in the Bank's Regulation E Disclosure that outlines how errors and questions on electronic funds transfers are processed.

To contact us by mail:

The Commerce Bank of Oregon
1211 SW Fifth Ave Suite 1250
Portland, OR 97204

4. ACCESSING YOUR ACCOUNTS

A. Requirements

You may access an Eligible Account at ZB, N.A. DBA The Commerce Bank of Oregon's website at <https://tcboregon.com>. To access your Eligible Account(s) through the Internet, you must have an established e-mail address and an appropriate Internet secure browser installed.

B. Electronic Mail

Sending e-mail is one way to communicate with the Bank. You may use e-mail to ask general questions and to provide feedback to the Bank. However, you cannot use e-mail to initiate transactions on your Eligible Account(s). For your security, please do not include any sensitive information (e.g. account numbers) in e-mails to the Bank. If you need to send sensitive information to the Bank, please send a secure message using the Messages feature within the Services menu in Online Banking.

C. New Services

The Bank may, from time to time, offer and introduce new Online Banking Services. The Bank will notify you of the existence of these new products and services. By using these services when they become available, you agree to be bound by the rules, which will be communicated to you, concerning these services.

D. Fees

There are no fees for accessing your account(s) through Online Banking. However, fees, as described in the applicable Account Agreement or applicable fee schedule may apply to services ordered online and to transfers from a credit account. Please note that fees may be assessed by your Internet Service Provider (ISP).

5. TRANSFERS

A. Types of Transfers Allowed

Within the Transactions area of the service, you can transfer funds from your Deposit Accounts (a) to your other Deposit Accounts or to another person's account at ZB, N.A. DBA The Commerce Bank of Oregon (Internal Transfers), or (b) to your Loan Accounts (Internal Payments). You may also be able to transfer funds from eligible loans to your deposit accounts (Internal Advances). Which eligible loans that will allow

advances is subject to change from time to time without prior notice and will be reflected when the feature is available at the time you log in to Online Banking.

You may make Internal Transfers to another person's account at ZB, N.A. DBA The Commerce Bank of Oregon ("Person to Person Transfer") only if you know the other person's account number. We have the right to establish, without prior notice, limitations on the amount or number of such Internal Transfers (for example, we may establish an aggregate limit of \$1,000 on any single day.) We may also without prior notice increase, decrease or remove that limitation at any time, and we are not obligated to enforce our limitations for any particular Person to Person Transfer. This type of Internal Transfer CANNOT be canceled once it has been submitted. Be certain that you enter in the correct destination account information as these transfers may not be recoverable after submission if you make any input errors.

You may also make Internal Payments to Loan Accounts. These Internal Payments will be credited to the designated Loan Account as regular payments. Please refer to your Loan Account's agreement(s) for information on how regular payments are applied. For some Loan Accounts you may be permitted to make principal-only payments. (Which Loan Accounts will accept principal-only Internal Payments is subject to change from time to time without prior notice and will be reflected in the features available each time you log in to Online Banking.) Principal-only payments will not satisfy scheduled payment due requirements. Prior to making a payment to pay off a Loan Account, please contact your Customer Service Representative to obtain the payoff amount. We cannot guarantee that estimated payoffs will satisfy the loan terms.

B. Availability of Funds and Cut-Off Times

Our Business days are Monday through Friday, except for federal and state legal holidays.

Internal Transfers and Internal Payments entered before the daily cut-off time, which is 6:00 p.m. Pacific Time on any Business Day, will be processed on that day.

Internal Transfers, Internal Payments and Internal Advances entered after the daily cut-off time, or not on a Business Day, will be posted to your Eligible Accounts the next Business Day.

C. Canceling an Internal Transfer or Internal Payment

You may schedule one-time and recurring Internal Transfers, Internal Payments, or Internal Advances. You may cancel any one-time or recurring Internal Transfer, Internal Payment or Internal Advance if you do so at least one day prior to the scheduled transaction processing date. Scheduled one-time and recurring Internal Transfers, Internal Payments or Internal Advances can only be canceled by placing a request through the Website, or by calling Customer Service. You may NOT cancel any immediate Internal Transfer, immediate Internal Payment, or Internal Advance. (An "immediate" transaction is one that you schedule to be made immediately at the time of your instruction.)

D. Insufficient Funds

If your Eligible Account has insufficient funds to complete all of the day's transactions (including ATM withdrawals, preauthorized transactions, Internal Transfers, Internal Payments, and bill payments, etc.) that will process for a given Business Day, then certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority. If an Internal Transfer or Internal Payment would result in an overdraft of your Eligible Account, the Bank may, in its sole discretion, honor the transaction and create the overdraft, or cancel the transaction. In addition, you will be charged any overdraft fees that apply to your accounts.

6. ALERTS

The Alerts service allows you to request e-mail messages notifying you of events and information of interest to you. We will deliver the Alerts messages that you have requested to your secure mailbox within the Website or to any e-mail address or phone you designate.

We may from time to time include in Alerts messages information about new products and services. Your receipt of information about any products or services is not a guarantee that you qualify for the products or services described. In order to obtain any of the products or services, it is necessary that you qualify in accordance with the terms of any particular product or service.

Your Alerts messages will be delivered unencrypted. There are risks to unencrypted e-mail. Please read carefully these risks before continuing.

The Alerts service will send information about your accounts to the e-mail address or phone you select (if any). You should not use the account number as the nickname. If you choose to receive account-specific messages, your actual balance and transaction information may appear in your Alerts e-mail messages. All unencrypted e-mail is potentially vulnerable to unauthorized persons. The Bank makes no assurances that unauthorized person(s) will not be able to gain access to this information. By agreeing to accept Alerts messages via e-mail, you agree to hold harmless the Bank, its affiliates, and their respective officers and employees should any e-mail Alerts message be read by any unauthorized person.

7. WEBCONNECT

Through the Website, you may access and download account information from your Eligible Accounts using banking software. You are responsible for obtaining and maintaining such banking software. The Bank offers WebConnect for Quicken®, QuickBooks®, and MS Money® using the versions that are currently supported by their respective companies (this is generally the most recent version and two prior versions). The Bank shall not be liable for incorrect information or misapplication of information resulting from the downloading process or the use of such banking software.

8. STOP PAYMENT

You may stop payment on either a single or series of checks through the Website.

You cannot stop payment on debit card purchases; however, if the recipient of a check drawn on your account converts it to a paperless POP (point of purchase) item, a stop payment order will be effective.

You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item.

Our stop-payment cutoff time is 6 p.m. Pacific Time on the banking day on which we receive an item. Additional limitations on our obligation to stop payment are provided by law (for example, we paid the item in cash or we certified the item).

See the fee schedule for applicable stop payment fees.

9. FEES

There are no fees for accessing your Eligible Accounts or for making Internal Transfers or Internal Payments as provided in this Agreement. However, fees may be assessed (a) as described in the applicable product or account disclosure statement or fee schedule (including applicable transfer fees), or (b) for products and services purchased online. Please note that fees may be assessed by your ISP. In addition, you will be responsible for any telephone charges incurred for accessing your accounts through Online Banking Services.

10. DOCUMENTATION

Details of your transfers will be available online through the Online Banking Services and listed on your regular account statements.

11. GENERAL

A. Our Liability

Except as specifically provided for in this Agreement or where the law requires a different standard, you agree that the Bank shall not be responsible for any loss, whether caused by the Bank, by equipment or software, by Internet service providers, or by any agent or subcontractor of any of the foregoing. The Bank shall not be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of equipment or software. Our obligations, and your rights and remedies, with respect to Online Banking Services are set forth in this Agreement and are exclusive and any related services or products are being provided on an "as is" basis and the Bank specifically disclaims any and all warranties, express or implied relating thereto, including warranties of fitness for a particular purpose, merchantability, course of dealing, and usage of trade.

B. Changes to Fees or Other Terms

We reserve the right to change the fees for Online Banking Services, or otherwise modify and amend the Online Banking Services as described in this Agreement, at any time. We will notify you online, or send a notice to you at the address shown on our records, or send you an e-mail notice, of any changes, modifications or amendments by (a) sending a notice to you at the address shown on our records, (b) sending you an e-mail notice, or (c) notifying you online by Alerts, secure messaging or other electronic message capability within Online Banking Services. Each notice shall be deemed given when sent or made available online, regardless of when you retrieve the notice. All notices regarding changes in fees will be provided at least thirty (30) days in advance of the effective date of the change, notices of all other modifications or amendments will be provided at least thirty (30) days in advance, unless an immediate change is necessary to maintain the security of the system. If an immediate change is made, and it cannot be disclosed prior to the change without jeopardizing the security of the system, we will provide you with notice within thirty (30) days after the change. As always, you may choose to accept, or decline the changes. By continuing to use the Online Banking Services to which any notice relates, you are accepting the changes. Changes to fees applicable to specific Eligible Accounts are governed by the applicable Account Agreement(s).

C. Termination

The Bank reserves the right to terminate this Agreement and your access to Online Banking Services in whole or in part, at any time without prior notice. If you do not access any of your Eligible Accounts via Online Banking Services for any consecutive ninety-day (90) period, all of your Online Banking Services (including without limitation Alerts) may be disconnected without notice. Those provisions of this Agreement which, by their nature, are intended to survive the termination of this Agreement shall survive such termination.

D. Payment Account

You may be asked to designate a payment account for selected services (such as Bill Pay). You agree to pay promptly all fees and charges for services provided under this Agreement, and authorize the Bank to charge the account that you have designated as the payment account. If you close the payment account, you must notify the Bank and identify a new payment account for the selected services.

E. Equipment Necessities

You are solely responsible for obtaining all hardware, telecommunications equipment, and software that is required to use Online Banking Services.

F. Hold Harmless and Indemnification

You agree to indemnify, defend and hold harmless us, our parent company, affiliates, and subsidiaries, and our respective directors, officers, employees and agents, from and against every claim, damage, loss, liability and cost (including without limitation attorney's fees) of any kind which results directly or indirectly, in whole or in part, from: (a) our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; (b) the actions or omissions of you, your agents or

employees; (c) any warranty that we are required or deemed to make to a third party in connection with your transactions; (d) your use or distribution of any equipment or software that is inconsistent with the license or sublicense that you receive; (e) actions by third parties (such as the introduction of a virus) that delay, alter or corrupt the transmission of information to us. This provision shall survive the termination of this Agreement.

G. Limitations on Warranties and Damages

The Bank makes the Online Banking Services available without any warranty of any kind whatsoever, including fitness for any particular purpose. The Bank does not guarantee uninterrupted, secure, or error free operation of Online Banking Services. Without limiting the generality of the foregoing, the Bank does not provide and specifically disclaims any warranty that any Alerts messages will be delivered at the times requested or that the information contained is accurate. The Bank obtains the information contained in the Alerts service from sources which the Bank considers reliable but does not warrant the accuracy of any such information. In no event shall the Bank be liable for lost profits or special, incidental or consequential damages arising out of or in connection with Online Banking Services, even if you have given us prior notice of the possibility of such damages.

H. Governing Law

This Agreement will be governed by and interpreted in accordance with Federal law and regulations, and by the laws of the State of Oregon.

I. Contents of Agreement

This Agreement is in addition to the Account Agreement(s) governing your Eligible Accounts. This Agreement, together with the Account Agreement(s), constitutes the complete and entire agreement between you and the Bank, relating to the subject matter of this Agreement. If there is a conflict between this Agreement and the Account Agreement(s), the terms of this Agreement shall control.

J. Resolving Disputes

Disputes regarding Online Banking Services will be resolved by the dispute resolution provisions in the Account Agreement(s), as amended from time to time.

K. Definitions

The following terms shall have the meanings indicated:

Account Agreement: All agreements and disclosures specifically governing your Deposit Accounts or Loan Accounts, including without limitation the Deposit Account Agreement and Disclosure and any applicable applications, Rate and Fee Schedules disclosure statements, promissory notes, and loan agreements.

Business Day: Each day, Monday through Friday, excluding federal and State of Oregon legal holidays.

Business Customer: Any (a) corporation, partnership, limited liability company or other corporate entity, or (b) any trust or individual(s) that have enrolled deposit or loan accounts for Online Banking Services under the Bank's procedures for business accounts.

Deposit Account: Any of your checking, savings or other deposit account with the Bank that you have enrolled as an Eligible Account.

Deposit Agreement and Disclosure: The Bank's standard agreement governing deposit accounts, including the Electronic Funds Transfer Agreement, as it may be amended from time to time.

Eligible Account: Any of your deposit or Loan Accounts with the Bank that you have enrolled, in accordance with the Bank's procedures, to make such accounts accessible through Online Banking Services. Some types of deposit and loan accounts cannot be enrolled. Which types of accounts that can be enrolled is subject to change from time to time without prior notice. Such changes will be reflected in the features available each time you log in to Online Banking.

e-mail: Electronic mail delivered through the Internet.

Internal Advance: Any transfer from a Loan Account to a Deposit Account as provided under "TRANSFERS" above.

Internal Payment: Any transfer from a Deposit Account to a Loan Account as provided under "TRANSFERS" above. Payments made by other methods-such as payments at a branch, mailed payments, and payments through Bill Pay-are not considered Internal Payments.

Internal Transfer: Any transfer of funds from any of your Deposit Accounts to (a) any of your Deposit Accounts, or (b) any account of another person at the Bank, as provided under "TRANSFERS" above.

Loan Account: Any of your credit card or loan accounts with the Bank that you have enrolled as an Eligible Account.

Login ID: Any user name that the Bank provides or you establish for access to the Website, or for access to, or authentication or approval of, any specific Online Banking Services or online transaction(s).

Online Banking Services: The Bank's electronic banking services described in this Agreement, including without limitation Mobile Banking, Bill Pay, External Account Transfers and other electronic banking services that may in the future be offered by the Bank, either under this Agreement or under a separate agreement that refers to this Agreement.

Password: Any password or passphrase that the Bank provides or you establish for access to the Website, or for access to, or authentication or approval of, any specific Online Banking Services or online transaction(s).

Personal Customer: One or more individuals (or a trust) who own deposit accounts and/or loan accounts at the Bank and are not a "Business Customer" as defined above.

Website: The Bank's current or future web site, and all related web pages, for offering Online Banking Services, enrolling Eligible Accounts and/or performing, authorizing or canceling any specific Online Banking Service transaction. The current Website is located at <https://tcboregon.com>