

# Personal Deposit Account

Agreement & Disclosures



# Personal Deposit Account Agreement and Disclosures

Effective May 1, 2025

Welcome to WaFd Bank. We are pleased to provide you with this Personal Deposit Account Agreement and Disclosures (collectively, this “**Disclosure**”). This Disclosure contains important information about the deposit Account(s) you maintain with us primarily for personal, family, or household purposes. This Disclosure, the Consumer Fee Schedule, the Rate Sheet, any disclosures or agreements we give you when you use additional products and services (for example, the Online Banking Agreement), separate disclosures we give you regarding electronic transactions, and all addenda to this Disclosure, collectively form the agreement between you and WaFd Bank regarding your Account(s) (collectively, the “**Account Agreement**”).

By signing the signature card and/or other agreement(s) to open your Account (whether in writing or electronically), by using your Account, and/or by requesting or later adding products or services connected to your Account, you and any other identified Account owners agree to be bound by the terms and conditions of the Account Agreement, and in the case of additional Account-related products or services, the terms and conditions applicable to those products or services. If there is a conflict between the Account Agreement and any other document or agreement, the Account Agreement governs.

The purpose of this Disclosure is to provide you with information required by law and to explain the terms and conditions of your Account(s). Some of the terms and conditions are governed by applicable law and others are governed by rules established by us when the law permits variation or where there are no applicable law or regulation. Please read this Disclosure carefully and keep it for future reference. This Disclosure is also available on our website at [www.wafdbank.com](http://www.wafdbank.com) (our “**Website**”).

**PLEASE NOTE THAT PART I OF THIS DISCLOSURE (PERSONAL DEPOSIT ACCOUNT TERMS AND CONDITIONS) CONTAINS AN INFORMAL DISPUTE RESOLUTION PROCESS PROVISION AND AN ARBITRATION PROVISION THAT LIMITS THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE ACTION, AS WELL AS DISCOVERY AND RIGHTS TO APPEAL.**

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# Definitions

In this Disclosure, unless otherwise indicated, the following words have the meanings given below:

**“Account”** means your applicable Checking Account, Money Market Account, Certificate of Deposit (CD) Account, and/or Savings Account established with us primarily for personal, family, or household purposes.

**“Bank,” “WaFd Bank,” “we,” “us,”** and **“our”** refer to Washington Federal Bank.

**“Business Day”** means every day, except Saturdays, Sundays, and federal holidays.

**“Calendar Day”** means every day, including Saturdays, Sundays, and federal holidays.

**“Consumer Fee Schedule”** means the Schedule of Consumer Fees & Service Charges (as amended from time to time), a copy of which is available on our Website and in printed form upon request at your local branch.

**“Electronic fund transfer”** has the meaning set forth under the federal Electronic Fund Transfer Act and its implementing regulation, Regulation E.

**“Funds Availability Policy”** refers to your ability to withdraw Account funds as disclosed in the Funds Availability Disclosure under Part III of this Disclosure.

**“Online Banking Agreement”** means the WaFd Bank Personal Online and Mobile Banking Service Agreement (as amended from time to time), a copy of which is available on our Website and in printed form upon request at your local branch.

**“Rate Sheet”** means the Consumer Deposit Rates (All Regions) disclosure (as amended from time to time), a copy of which is available on our Website and in printed form upon request at your local branch.

**“Retirement and Savings Plan”** means an Individual Retirement Account (**“IRA”**), Simplified Employee Pension Individual Retirement Account (**“SEP-IRA”**), Coverdell Education Savings Account (**“ESA”**), that we administer.

**“You”** and **“your”** mean each depositor who opens an Account, and any joint owner of an Account.

# Part I: Personal Deposit Account Terms and Conditions

This Part I sets forth certain terms and conditions that apply to all Account types, as well as certain terms and conditions that apply depending upon the type of Account you have established with us. From time to time, we may offer new types of Accounts and may cease offering some types of Accounts. The Account Agreement governs these new types of Accounts and continues to govern any Accounts you may have that we no longer offer. If and to the extent the provisions of the Account Agreement vary from the provisions of the Uniform Commercial Code (UCC) as adopted in the jurisdiction where your Account is located, the terms and conditions of the Account Agreement control.

The Account Agreement includes your promise to pay the fees and charges listed on the Consumer Fee Schedule and your permission for us to deduct these fees and charges, as earned, directly from your Account. You also agree to pay any additional reasonable fees or charges we may impose for services you request which are not contemplated by the Account Agreement but are disclosed in our Consumer Fee Schedule. You agree to be jointly and severally liable for any Account deficit resulting from fees, charges, or overdrafts, whether caused by you or another authorized to withdraw from your Account, together with the costs we incur to collect the deficit, including, to the extent permitted by law, our reasonable attorneys’ fees.

You agree to use the Account only for lawful purposes and to comply with all applicable local, state, and federal laws and regulations, including for example, the USA PATRIOT Act and the Unlawful Internet Gambling Enforcement Act.

## Mobile Phone Contact Policy

If you give a mobile phone number directly to us, you consent to and agree to accept calls and text messages related to the servicing of your Account to your mobile phone from us and our agents. For any service-related telephone calls, mobile phone calls, or text messages (SMS) placed to you by us or our agents, you consent and agree that those calls or texts may be automatically dialed and may consist of pre-recorded messages. You may incur fees from this contact by your service provider.

## Important Account Opening Information (USA PATRIOT Act Notice)

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account.

What this means for you: When you open an Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

## FDIC Insurance Coverage

Funds in your Account with us are insured by the Federal Deposit Insurance Corporation (the “FDIC”) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of Accounts you have with us that

are of different "ownership." An individual Account is one unique form of "ownership;" a joint Account, a pay-on-death Account, and a self-directed qualified retirement Account (e.g., an IRA) are examples of some of the others. Deposit insurance for a person's self-directed qualified retirement Account where the owner decides where and how to invest the balance is up to \$250,000. Deposit insurance for the other ownerships is up to \$250,000 per interest of the owner. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You may also visit the FDIC website at [www.fdic.gov](http://www.fdic.gov) and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

## Deposit Policy

We will usually give you credit and make funds available for items deposited into your Account in accordance with our Funds Availability Policy. However, we may delay or refuse to give you credit if we believe in our discretion that your item will not be paid. We will reverse any credit we have given for an item deposited into your Account if we do not receive final payment for that item. If the reversal of a credit creates an overdraft in your Account, you will owe us the amount of the overdraft. We will determine when final payment is received for any item. Please refer to the Funds Availability Policy for important information on the availability of your deposits.

Items drawn on an institution located outside the United States (foreign checks) are handled on collection basis only. We may in our sole discretion not accept them for collection. You may also ask us to accept certain other items for collection only. You will not receive credit for (provisional or otherwise), and may not withdraw funds against, any of these items until we receive final credit from the person responsible for paying them. Items sent for collection will be credited to your Account in U.S. dollars, with the amount of U.S. dollars credited calculated using our applicable exchange rate in effect on the date when we receive credit and deposit the funds to your Account (and not when the check was sent for collection). The Funds Availability Policy does not apply to items we have accepted for collection only. If we receive final credit for an item we have accepted for collection only, you agree that we may subtract our Collections and Foreign Check Processing fee from the amount finally credited to us, before we credit your Account for the remaining amount. Please refer to the Consumer Fee Schedule for a description of the Collections and Foreign Check Processing fee.

## Checks

All negotiable paper ("**checks**") presented for payment must be in a form we have either provided or approved. We may refuse to accept any check that does not meet this requirement or is incompletely or defectively drawn. We may elect not to pay any check that is at least six (6) months old, but if there is no stop payment order on file when we receive such a check for payment, we may elect to pay it in good faith without consulting you. Please also note that we do not accept credit card checks. You agree that you will use care in safeguarding your checks against loss or theft. For example, you agree to secure your supply of checks at all times, to destroy checks you do not intend to use, and to not sign blank checks - please also keep in mind that this is not an exhaustive list of the preventative measures you should take in safeguarding your checks. You will tell us immediately if any checks are missing. You agree to assume all losses that could have been prevented if you had safeguarded unsigned (or otherwise incomplete) checks or had told us they were missing.

## Endorsement

It is important that you place your endorsement carefully on the back of all checks you are depositing in the endorsement area, which is the first 1-1/2 inches on the back of the check when viewed from the trailing edge (the trailing edge is the left edge of the check when viewed from the front). If you have a question about proper placement for your endorsement, please ask a Bank representative. If your endorsement is illegible because you have endorsed the check in the wrong location, you will be liable for any resulting loss. If you make a deposit to an Account and you fail to endorse it at the time, we may add an endorsement on any item and you will be responsible for the item as if you endorsed it yourself

If you are unable to endorse checks with a physical signature, we may in our discretion accept checks deposited using a signature stamp (a "**Facsimile Signature**") endorsement rather than a physical signature endorsement upon your request, as long as you provide us with a copy of the Facsimile Signature and any other information, agreements, and/or documentation we require from time to time in connection with such Facsimile Signature. Please refer to the Section of this Disclosure titled "**Facsimile Signatures**" for additional information regarding the use of Facsimile Signatures.

**Facsimile Signatures** - If we allow you to use a Facsimile Signature, you understand and agree that we will not be able to determine whether the Facsimile Signature on any item is authentic or has been authorized by you. If your items are signed using a Facsimile Signature, you acknowledge that it is solely for your benefit and convenience. You authorize us to accept the Facsimile Signature on any check, draft, or other order drawn on us, or on any other document, and we may debit your Account in the amount of each payment which we make in reliance upon any such Facsimile Signature and/or reproduction thereof. You will assume all liability, and you agree to indemnify us and hold us harmless from and against, any and all losses, liabilities, penalties, claims, damages, costs, expenses, or other harm or injury (including, but not limited to, court costs and reasonable attorneys' fees) which we may incur or suffer or which may be asserted by any person or entity with respect to: (a) any use, misuse, and/or reproduction, whether or not authorized, by any person or entity of an actual or purported Facsimile Signature on any check, draft, or other order drawn on us, or on any other document, and/or (b) any payment or other transaction which we make in reliance upon any such Facsimile Signature and/or reproduction thereof. You shall be solely responsible for maintaining security over any device used to affix or apply Facsimile Signatures. The foregoing indemnity will not apply if and to the extent expressly prohibited by applicable law.

## Returned Checks/Waiver of Rights

If you deposit a check or item in your Account that the paying bank returns unpaid for any reason, we may put the check or item through for collection again without telling you we are doing so. This means that you are waiving your right to receive immediate notice of recollection or dishonor. If a check or item is dishonored (returned unpaid) for any reason, the amount of the dishonored check or item will be deducted from your Account. If the deduction creates an overdraft in your Account, you will also owe us the amount of the overdraft. We may also collect any amounts due to us because of a returned check or item, through the right of offset, from any other of your Accounts at the Bank, or collect the funds directly from you.

## Check Cashing Policy

We only cash checks for existing customers with a sufficient Available Balance. To cash a check, you must first deposit the check in your Account, and then withdraw the requested funds. As further described in the Section of this Disclosure titled “**Returned Checks/Waiver of Rights**,” if we cash a check for you for you that is not drawn on your Account, and the check is dishonored (returned unpaid) by the paying bank for any reason, we will deduct the amount of the dishonored check from your Account (in which case we may also exercise any other rights available to us under this Disclosure and/or applicable law). If the deduction creates an overdraft in your Account, you will owe us the amount of the overdraft.

## Withdrawal Policy

Account withdrawals may be made per written order of withdrawal in accordance with the information contained on the signature card and may also be made with a WaFd Bank Debit or ATM Card, as applicable. We may refuse a request if any document or identification we require, or that is required in connection with the withdrawal, has not been presented.

Federal law requires that we reserve the right to require seven (7) Calendar Days’ advance written notice of any intended withdrawal or transfer of funds from all Savings Accounts or Money Market Accounts. While we reserve this right, we do not presently exercise it. Withdrawals from Savings Accounts held in Retirement and Savings Plans are subject to our procedures for withdrawal requests from Retirement and Savings Plans and may take up to five (5) Calendar Days to process. Please note that we may also require a signature to complete a withdrawal, including closing of your Account. Checking or Savings Account withdrawals of large funds may also require advance notification to the branch to ensure availability of cash on hand. We may also require you to sign certain documentation in connection with any such request, including, but not limited to, an affidavit and/or a Waiver, Indemnification, and Hold Harmless Agreement, among others.

## Transaction Processing Order

The order in which transactions are posted to your Account (and whether you have a sufficient Available Balance to cover a transaction at that time) is important when planning your finances and Account transactions. For instance, this processing order is particularly important for avoiding overdrafts and Nonsufficient Funds fees. Our policy is to post Automated Clearing House (“ACH”) credits (e.g., direct deposits) to your Account before ACH debits that we receive on the same day. Please refer to the Table below for additional information about the order in which we will post transactions to your Account. All transactions are posted in Pacific Time, regardless of the branch time zone.

Transaction Type	How Order is Determined
<ul style="list-style-type: none"> <li>Check processing</li> </ul>	From lowest to highest dollar amount.
<ul style="list-style-type: none"> <li>Branch transactions (e.g., deposits and check cashing)</li> <li>Debit card transactions</li> <li>Transfers</li> <li>Bill pay transactions</li> <li>Wire transfers</li> </ul>	Chronologically based on the date and time that our records indicate the transaction was initiated or authorized (or, in the case of certain transactions that have delayed posting, or that require manual posting, on the date and time such transactions have been posted to your Account).
<ul style="list-style-type: none"> <li>Fees (and other service charges)</li> </ul>	Fees and service charges can post to your Account in several ways. Most fees will post at the end of the day with nightly processing, but some fees will post immediately after the transaction to which they relate (e.g., a Wire Transfer fee will post immediately after the wire transfer transaction). Although most fees post on the same day they are incurred, certain other fees and service charges (e.g., monthly service charges, etc.) may be posted on the last day of your statement cycle (or, in the case of mid-cycle fees or service charges, on the day such fees or service charges are posted to your Account).

## Reasons Why We May Refuse to Pay an Item

We may refuse to pay an item that:

- is illegible;
- is drawn in an amount greater than the amount of funds then available for withdrawal in your Account (see the Funds Availability Policy and the Section below titled “**Funds Available to Spend**”) or which would, if paid, create an overdraft;
- bears a duplicate check number;
- we believe has been altered or forged or is otherwise counterfeit;
- we believe is otherwise not properly payable; or
- we believe does not bear an authorized signature;
- we believe is fraudulent or involves a scam, social engineering attack, financial exploitation, or other deceptive activity; or
- is being sent on behalf of a third party.

Further, we are not required to honor any restrictive endorsement on checks you write, unless we have agreed in writing to honor the restriction. Examples of restrictive endorsements are “Not Valid for More Than \$1,000” and “Void If Not Negotiated Within 30 Days of Issuance.”

## Postdated Items

You agree that, when you write a check, you will not date the check in the future. If you do and the check is presented for payment before the date of the check, we may either pay it or return it unpaid.

You agree that if we pay the check, the check will be posted to your Account on the day we pay the check (without regard to the date on the check). You further agree that we are not responsible for any loss to you in doing so.

## Preauthorized Drafts

If you voluntarily give information about your Account (such as our routing number and your Account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, any debit to your Account initiated by the party to whom you gave the information is deemed authorized by you.

## Funds Available to Spend

Please note that there may be times when the Current Balance of your Account is different from your Available Balance. The difference between your Current Balance and Available Balance is important for a number of reasons, including avoiding overdrafts and Nonsufficient Funds fees. In general, your **“Current Balance”** refers to the total amount of funds in your Account, but your Current Balance may not always reflect the amount of funds that you have available to spend from your Account. Rather, your Available Balance reflects the amount of funds that you have available to spend from time to time. To determine your **“Available Balance,”** we take your Current Balance and

- (a) first, we **subtract** any holds on your deposits (such as holds on your deposits in accordance with our Funds Availability Policy), holds on debit card or other electronic transactions that have been authorized but are still pending and have not yet posted to your Account, and any other holds that we have placed on funds in your Account (such as holds relating to pledges of Account funds, minimum balance requirements, court orders or other legal processes); and
- (b) then, we **add** any deposits that we have made available to you, even though we have not yet received final funds (e.g., when we give you access to funds from a deposited check, even though we have not yet received funds from the financial institution on which the check is drawn).

Understanding the difference between your Current Balance and your Available Balance is important when planning your finances and Account transactions. For example, funds from your deposits will be added to your Current Balance when you deposit them, but if those deposits are on hold (e.g., under our Funds Availability Policy) they will **not** be reflected in your Available Balance. As an additional example, when you present your WaFd Bank Debit Card to a merchant, the merchant will typically ask us to authorize the transaction. If we provide this authorization, a temporary merchant payment authorization hold may be placed on your Account funds equal to the amount of the transaction, and this amount will then **not** be reflected in your Available Balance. Further, some other types of merchants (e.g., hotels, gas stations, and rental car companies) will create an authorized pending transaction and place a temporary merchant payment authorization hold on your Account equal to or greater than the amount of the transaction in an attempt to ensure sufficient funds will be in your Account when you make final payment (e.g., when you check out of the hotel or return the rental car) – the amount of this temporary merchant payment authorization hold also will **not** be reflected in your Available Balance. Further, your Available Balance will also **not** reflect any check that you have written against your Account that has not yet

been presented for payment. In sum, there may be times when your Current Balance is different from your Available Balance, and this difference is important when planning your finances and Account transactions. If at any time you have questions about your Current Balance or Available Balance, please call us at 800-324-9375 or visit your local branch.

## Overdraft Policy (*All Accounts – Excluding Fresh Start Accounts or Certificates of Deposit*)

You do not have the right to withdraw any funds in excess of the Available Balance in your Account. When an item that is presented for payment exceeds your Available Balance, we can either pay or return the item. Although we use your Available Balance to determine whether to pay or return an item, we use your Current Balance to determine whether to charge a Nonsufficient Funds fee. Each time an item is presented for payment and your Account does not contain a sufficient Current Balance, you will be charged a Nonsufficient Funds fee. Please refer to the Consumer Fee Schedule for a description of the Nonsufficient Funds fee. You will be charged this Nonsufficient Funds fee regardless of whether we honor, pay, return, reject, or decline such item. Importantly, please note that an item may be presented multiple times (and as frequently as daily) and that we do not monitor or control the amount of times an item is presented for payment. For instance, you will be charged this Nonsufficient Funds fee each time we return such item, even if that item had previously been presented and returned (and you were previously charged a Nonsufficient Funds fee for that earlier return). You will also be charged this Nonsufficient Funds fee if we honor or pay the item, even if you were previously charged a Nonsufficient Funds fee when the item was earlier returned, rejected, or declined. However, if we are able to identify an item that has been presented multiple times (and for which you have been charged multiple Nonsufficient Funds fees), we will promptly refund the amount of the subsequent Nonsufficient Funds fee(s) to you. Please contact us if any time you believe you have been charged multiple Nonsufficient fees for which you may be eligible for such a refund. You cannot choose which items we pay. If, in our sole discretion, we choose to allow a withdrawal that exceeds your Available Balance, you agree to immediately repay us the overdrawn amount. At no time will we be required to allow you to overdraw your Account, even if we have allowed overdrafts on one or more prior occasions. We do not offer the option to authorize overdrafts using a debit card for everyday (one-time or non-recurring) merchant purchases or for ATM withdrawals.

You agree to pay us, when we ask you, all our costs of collecting an overdraft, to the fullest extent permitted by applicable law. These costs include, but are not limited to, our legal fees and expenses. If more than one of you owns an Account, each of you will be responsible for paying us the entire amount of all overdrafts and obligations resulting from the overdrafts.

Intentionally withdrawing funds from an Account when there are not enough funds in the Account to cover the withdrawal or when the funds are not yet available for withdrawal may be a crime. In the event your Account is protected by our Overdraft Protection service, this Overdraft Policy is also subject to the terms and conditions set forth in the Section below titled **“Overdraft Protection (ODP) Service.”**

## Overdraft Protection (ODP) Service

Our Overdraft Protection (“**ODP**”) service is available on any Checking Account or Money Market Account. The ODP service will automatically transfer funds from a Qualified Protection Account to your designated Checking Account or Money Market Account. “**Qualified Protection Accounts**” include Savings Accounts, Money Market Accounts, Checking Accounts, or qualified Lines of Credit (“**LOCs**”). Non-transaction Accounts, such as Certificates of Deposit, do not qualify as Qualified Protection Accounts. Please also note there are certain types of transfers and/or transactions for which our ODP service does not apply, including, but not limited to, ATM and one-time debit card transactions, wire transfers, internal loan payments, or internal LOC payments. If you have an LOC as part of your ODP service setup, you also agree to pay any interest accrued that may result from WaFd Bank performing the advance on your behalf from the LOC. Transfers performed on Accounts are subject to the terms and conditions of the Account Agreement, including the Funds Availability Policy. Transfers performed on LOCs are also subject to the terms and conditions of the applicable loan agreement and disclosures. You must apply separately for an LOC, which is subject to credit approval by WaFd Bank.

## Sustained Overdrawn Accounts

We will notify you if your Checking Account, Savings Account, or Money Market Account is in overdrawn status. If the Account remains in overdrawn status for forty (40) or more Calendar Days, or such earlier time that we determine that the overdrawn balance is uncollectible, we may close the Account and place it in collection status. Please refer to the Section of this Disclosure titled “**Credit Verification and Obtaining Financial Information**” for additional information regarding closure of Accounts.

## Stop Payments

At your request and risk, we will accept a stop payment request for a check, single ACH transaction, or preauthorized electronic fund transfer (e.g., recurring debit card or ACH transactions) on your Account for a Stop Payment fee. Please refer to the Consumer Fee Schedule for a description of the Stop Payment fee. This “**Stop Payments**” Section describes stop payments on checks and single ACH transactions. Please refer to the Section of this Disclosure titled “**Stop Payment of Preauthorized Transfers**” for information about stop payments on preauthorized electronic fund transfers.

To be effective, a stop payment request must be received in time to give us a reasonable opportunity to act on it, and must precisely identify the Account number, check number (if applicable), date and amount of the item, and the payee. We may accept stop payment requests submitted verbally, via email, or fax; however, if the request is submitted through email or fax, a follow-up verbal request may be needed for validation of identity. A stop payment on a check will be effective for six (6) months. A stop payment on a single ACH transaction will be effective permanently, until withdrawn by you. It is your responsibility to ensure that all the information supplied on the stop payment form is correct and to promptly inform us of any inaccuracies. If you cannot provide all the information requested in the stop payment authorization, we may not be able to process your request. If you are requesting a stop payment because you believe a check or checks have been lost or stolen, for security purposes we may close the affected Account and open a new one. We will mail a notice to document the receipt of the stop payment request; however, if the stop payment information reflected in that notice is incorrect, it is your

responsibility to notify us of the incorrect information. To maintain the validity of a stop payment on a check for more than six (6) months, you must complete a new stop payment request with the required information before the expiration of the six (6) month period. If a new stop payment request is not timely received, the check may be paid.

We are not liable for failing to stop payment if you have not followed these procedures or if we receive your stop payment request too late for us to act on it. We are entitled to a reasonable period of time after we receive your stop payment request to notify our employees and take other action needed to stop payment. You agree that a “**reasonable period of time**” depends on the circumstances, but that we will have acted within a reasonable period of time if we make your stop payment request effective by the end of the next Business Day after the Business Day on which we receive your stop payment request. If we stop payment, you agree to defend and pay any claims raised against us as a result of our refusal to pay the check or other item on which you stopped payment. If we re-credit your Account after we have paid a check or other item over a valid and timely stop order, you agree to sign a statement describing the dispute you have with the person to whom the check or item was made payable. You also agree to transfer to us all your rights against the payee and any other holder, endorser, or prior transferee of the check or item and to cooperate with us in any legal action taken to collect against the other person(s).

If we are liable for inadvertently paying your check or ACH transaction over a stop payment order, you must establish the amount of your loss caused by our payment of the check or ACH transaction. We will pay you only the amount of the loss, up to the face amount of the check or ACH transaction, together with any Nonsufficient Fund fee(s) we may have imposed that resulted from paying your check or ACH transaction over a stop payment order. However, you understand and agree that we shall not be liable for any indirect, incidental, special, consequential, or punitive damages in connection with such payment(s).

We have no duty to stop payment on a cashier’s check, teller’s check, or other similar item because items of this type are not drawn on your Account. However, we may, in our sole discretion, attempt to stop payment on a cashier’s check, teller’s check, or other similar item if you certify to our satisfaction that the item has been lost, stolen, or destroyed. You must also furnish any other documents or information we may require, which may include your affidavit attesting to the facts and your agreement to indemnify the Bank. Even if we agree to attempt to stop payment on a cashier’s check, teller’s check, or other similar item, if the item is presented for payment, we may pay it and you will be liable to us for that item, unless otherwise required by applicable law.

## International ACH and Wire Transfers

If your Account receives incoming ACH transactions (either credits or debits) or wire transfers from outside of the United States, both you and we are subject to the Operating Rules and Guidelines of the National Automated Clearing House Association (“**Nacha**”) or the rules of any wire transfer system involved, and the laws enforced by the Office of Foreign Assets Control (“**OFAC**”). Under such rules and laws, we may temporarily suspend processing of an ACH transaction or wire transfer for greater scrutiny or verification against the OFAC list of blocked parties, which may result in delayed settlement, posting, and/or availability of funds. If we determine there is a violation, or if we cannot satisfactorily resolve a suspected or potential violation, the subject funds will be blocked



as required by law. If you believe you have adequate grounds to seek the return of any blocked funds, it is your sole responsibility to pursue the matter with the appropriate governmental authorities. Please see the OFAC website for procedures and forms required to seek a release of blocked funds. We may impose an Incoming Wire Transfer fee for any domestic or international incoming wire transfer(s). Please refer to the Consumer Fee Schedule for a description of the Incoming Wire Transfer fee.

## Outgoing Wire Transfers

Wire transfers are subject to the laws enforced by the OFAC. Under such laws, we may temporarily suspend processing of a wire transfer for greater scrutiny or verification against the OFAC list of blocked parties, which may result in delayed settlement, posting, and/or availability of funds. If we determine there is a violation, or if we cannot satisfactorily resolve a suspected or potential violation, the subject funds will be blocked as required by law. If you believe you have adequate grounds to seek the return of any blocked funds, it is your sole responsibility to pursue the matter with the appropriate governmental authorities. Please see the OFAC website for procedures and forms required to seek a release of blocked funds. We may impose an Outgoing Wire Transfer fee for any domestic or international outgoing wire transfer(s). Please refer to the Consumer Fee Schedule for a description of the Outgoing Wire Transfer fee (both Domestic and International).

**Reliance on Information Provided:** Wires are guaranteed funds. You are responsible for providing us with all information required by the **"Beneficiary's Bank,"** (as defined under Article 4A of the Uniform Commercial Code) including the reason for payment, if required. If you give us a request that identifies the **"Beneficiary"** (i.e., the person to be paid by the Beneficiary's Bank) by both name and an identifying account number, payment may be made by the Beneficiary's Bank based on the identifying account number, even if the account number identifies a person different from the named Beneficiary. Providing incorrect Beneficiary account information or Beneficiary Bank information may result in a delay or failure of the funds reaching the Beneficiary. We will not verify the accuracy of any account or other information provided by you. If your wire instructions are incomplete or unclear, your wire may be rejected. Once a wire request is signed either in person or electronically (e.g., DocuSign or other Bank-approved electronic signature technology), it is considered authorized and final. Wires may be delayed and/or denied pending due diligence reviews per Bank policy. In the event any wired funds are returned due to invalid or incorrect information, such funds will typically be credited back to the originating Account. Please note that any such returned funds may be less than the original sent amount as the Beneficiary's Bank and other intermediary banks may charge a fee or charge in connection with the return and/or because of a foreign currency rate conversion. In any event, such difference will be your sole responsibility.

**Cancellations and Amendments:** You may cancel or amend your wire request only if we receive your request prior to our execution of the wire transfer and at a time that provides us with a reasonable opportunity to act upon your request. To initiate such a request, you must speak to a Bank representative at one of our branches or call 800-324-9375. If we have already executed the wire transfer, you may request to recall your wire, in which case you may be required to sign a Hold Harmless Indemnity Agreement before proceeding with the recall request. As wires are guaranteed funds, funds recalled may only be returned if the Beneficiary's Bank and/or the Beneficiary consent(s) to the request. We will not be liable to

you for any loss resulting from the failure of the Beneficiary's Bank and/or the Beneficiary to return your wire transfer.

**Nonsufficient Funds:** We may reject any wire transfer request if the Available Balance of your Account is nonsufficient to cover the amount of the requested wire transfer.

**Rejection of Wire Transfer Requests:** We reserve the right to reject any wire transfer request (including any request to cancel or amend a wire transfer request) at any time in our sole discretion. For example, we may reject a wire transfer request: (a) if we believe the transaction is fraudulent or involves a scam, social engineering attack, financial exploitation, or other deceptive activity; (b) if the transaction is being sent on behalf of a third party; or (c) if the transaction does not comply with our policies or procedures applicable to wire transfers.

## Periodic Statements and Notices

A statement of activity will be provided for Accounts at regular intervals, no longer than once each calendar year. Checking Accounts, Savings Accounts, and Money Market Accounts are provided with monthly statements. Unless you tell us of a change of address (e.g., a change of your mailing or email address), we will continue to mail or deliver electronically statements or any other notices to your address as it appears on our records, and you will be considered to have received those statements and any other notices sent to you at that address. We do not have to send you a statement or notice if we cannot deliver your statement or notice because of your failure to tell us that you have changed your address. If returned undelivered, the statement will be destroyed. Copies of your statements will generally be available upon your request for no additional fee. However, if your request for one or more statements will require us to perform at least one (1) hour of work, you will be charged a Research Fee. Please refer to the Consumer Fee Schedule for a description of the Research Fee. You may receive your statements or notices via electronic delivery. As provided under federal law, we may send notices to you for tax reporting purposes via U.S. Mail, regardless of any instructions which you may have otherwise provided to us.

You should review your statements and balance your Account promptly after you receive them, or promptly after we make them available to you. If you don't receive an Account statement by the date when you usually receive it, call us at once. You must review your statements to make sure that there are no errors or other problems in the Account information. On Accounts with check-writing privileges, you must review your statement and imaged copies of paid checks, if any, we send you and report any forgeries, alterations, missing signatures, amounts differing from your records, or other information that might lead you to conclude that the check was forged or that, when we paid the check, the proper amount was not paid to the proper person. You have this duty even if we do not return checks to you or we return only an image of the check. You should notify us as soon as possible if you think there is any error or problem with your Account statement. Please refer to the Section of this Disclosure titled **"Time Limit to Report Errors"** for additional information regarding the time in which you must notify us of any errors, forgeries, or other problems with the information shown on your Account statement.

You agree that Account statements and any images of paid checks accompanying the statement shall be deemed to be **"available"** to you as of the statement mailing date, or the date on which electronic statements are available for viewing. Please note that you may view images of your paid checks for no additional fee through our Online

and Mobile Service. If you request to have images of your checks included with printed Account statements, you will be charged a Check Images with Monthly Statement fee. Please refer to the Consumer Fee Schedule for a description of the Check Images with Monthly Statement fee. Unless prohibited by applicable law, if you assert against us a claim that an item was not properly payable because, for example, the item was forged or an endorsement was forged, we may ask that you reasonably assist us in seeking criminal and civil penalties against the person responsible, but you are not required to do so as a condition of asserting your claim. However, please note that it will be your responsibility to file reports and complaints with the appropriate law enforcement authorities for these claims (if you choose to make any such filings). We may also ask you to give us a statement, under oath, about the facts and circumstances relating to your claim. If you fail or refuse to do these things, it may reduce the likelihood that we are able to identify the person responsible and/or our ability to recover losses related to your claim.

### Time Limit to Report Errors

You must notify us within sixty (60) Calendar Days after the date your Account statement is made available to you if you believe there is an error, forgery, or other problem with the information shown on your Account statement. You agree not to assert a claim against us concerning any error, forgery, or other problem relating to a matter shown on an Account statement unless you notified us of the error, forgery, or other problem within sixty (60) Calendar Days after the date we made your Account statement available to you.

### Debit Card or ACH Errors

You should review your statements and balance your Account promptly after you receive them or we make them available to you. If you don't receive an Account statement by the date when you usually receive it, call us at once. You must review your statements to make sure that there are no debit card or ACH transactions errors. If you find a discrepancy, please call us immediately at either your local branch or our Client Care Center toll free at 800-324-9375 (Domestic) or (206) 624-7930 (International).

### Safekeeping

We may destroy original checks not less than sixty (60) Calendar Days after the date your Account statement was made available to you. We will store, at no charge, paid checks drawn against the Account, either in their original form or in electronic media, for a period of seven (7) years. During this period, we will generally provide a copy of any stored item upon your request for no additional fee. However, if your request for one or more stored items will require us to perform at least one (1) hour of work, you will be charged a Research Fee. Please refer to the Consumer Fee Schedule for a description of the Research Fee. If we have not retained the originals, you agree not to make any claim against us arising out of the authorized destruction of your original checks or the clarity or legibility of any copy we provide.

### Account Ownership

The following provisions explain certain terms and conditions applicable to your Account depending upon the form of ownership specified on the signature card. Only the portion corresponding to the form of ownership specified will apply.

### Individual Accounts

An individual Account is issued to one (1) person who does not intend (merely by opening the Account) to create any survivorship rights for any other person.

### Joint Accounts

A joint Account is issued in the name of two (2) or more persons. If more than one of you opens an Account and signs a signature card as a co-owner of an Account, the Account is a joint Account. The following rules apply to all joint Accounts:

- a. **Deposits.** All deposits are the property of all the owners of the joint Account. Each owner of a joint Account agrees that we may credit to the joint Account any check or other item which is payable to the order of any one or more of you, even if the check or other item is endorsed by less than all (or none) of you. We may supply endorsements as allowed by law on checks or other items that you deposit in the joint Account. For certain checks, such as those payable by the government, we may require all payees to endorse the check for deposit.
- b. **Orders.** We may release all or any part of the balance of the joint Account to honor checks, withdrawals, orders, or requests signed by any owner of the joint Account. Any one of you may close the joint Account. We may be required by service of legal process to hold or remit funds held in a joint Account to satisfy an attachment or judgment entered against, or other valid debt incurred by, any owner of the joint Account. None of you may instruct us to take away any of the rights of another. If there is a dispute among you, you must resolve it between (or among) yourselves and we do not have to recognize that dispute in the absence of any valid court order. Unless we receive written notice signed by any owner not to pay any joint deposit, we shall not be liable to any owner for continuing to honor checks or other orders drawn by, or withdrawal requests from, any owner; provided, that after we receive any such written notice, we shall also not be liable to any owner for refusing to pay any checks or honor any orders, and we may require the written authorization of any or all owners for any further payments.
- c. **Liability.** Co-owners of a joint Account are jointly and severally liable for activity in the joint Account. In the event of any overdrafts on a joint Account, the joint owners agree that each owner shall be jointly and severally liable for the overdraft(s), regardless of whether any owner: (a) created the overdraft; (b) had knowledge of the overdraft; (c) was involved in or participated in activity in the joint Account; or (d) derived any benefit from the overdraft.

All joint Accounts are presumed to be joint Accounts with the right of survivorship, unless the applicable state law does not permit this presumption, or we have agreed with you in writing that the Account is owned in another capacity. If the Account is a joint Account with right of survivorship, each of you intends that, upon your death, the balance in the joint Account (subject to any previous pledge to which we have consented), will belong to the survivor(s), and we may continue to honor checks or orders drawn by, or withdrawal requests from, the survivor(s) after the death of any owner(s). If two (2) or more of you survive, you will own the balance in the joint Account as joint tenants with right of survivorship. If the joint Account does not have a right of survivorship, you agree that upon the death of one co-owner, the balance in the joint Account

at the time immediately before the death of the co-owner will be deemed to be owned in equal shares between all co-owners. After death and our receipt of notice of such death, the decedent's share will be set aside for the estate of the decedent and the survivors' shares in the joint Account balance will be at the disposal of the surviving co-owners.

**No Two-Signer Accounts** We do not offer Accounts Accounts on which two (2) or more signatures are required for a check or other withdrawal. Notwithstanding any provisions to the contrary on any signature card or other agreement you have with us, you agree that if any Account purports to require two (2) or more signers on items drawn on or withdrawals from the Account, such provision is solely for your internal control purposes and is not binding on us. If more than one (1) person is authorized to write checks or draw items on your Account, you agree that we can honor checks signed by any authorized signer, even if there are two (2) or more lines on the items for signature or two (2) or more signatures are required.

**Trust Accounts and Fiduciary Accounts** If you have opened the Account as trustee of a written trust or as trustee pursuant to a court order, only the trustee will be allowed to withdraw funds or otherwise transact business on the Trust Account as designated by the applicable trust instrument or court order. We can request a certified copy of any trust instrument (or a certification of trust in lieu of the trust instrument) or court order, but regardless of whether a copy (or certification) is filed with us, we will not be held responsible or liable to any of the beneficiaries for the trustee's actions. Beneficiaries acquire the right to withdraw funds or otherwise transact business on the Trust Account only as provided in the applicable trust instrument or court order.

Some jurisdictions have specific laws governing other types of Fiduciary Accounts (e.g., executors, administrators, conservators, guardians, etc.). If you establish one of these types of Accounts, you agree to comply with the laws applicable to the type of Fiduciary Account. The person(s) establishing a Trust or other Fiduciary Account may make changes to the Account, including changes to the beneficiaries or the Account type, and may withdraw funds on deposit in the Account, only as permitted by the trust (or other fiduciary) instrument or court order. However, with all Trust or other Fiduciary Accounts, regardless of whether a written trust (or other fiduciary) instrument or court order has been provided to us, the owners and beneficiaries of the Account agree that we will not be liable if the trustee or fiduciary commits a breach of trust or breach of fiduciary duty or fails to comply with the terms of a written trust (or other fiduciary) instrument or court order or to otherwise comply with applicable law. We are not responsible for enforcing the terms of any written trust (or other fiduciary) instrument, court order, or applicable law against the trustee or fiduciary. We may rely on the genuineness of any document delivered to us, and the truthfulness of any statement made to us, by a trustee or fiduciary.

**Uniform Gifts/Transfers to Minors Act Accounts** If your Account is opened under the Uniform Transfers to Minors Act or Uniform Gifts to Minors Act, the funds in the Account belong to the minor you have named. You must provide us the minor's Social Security Number. You, as custodian, or the custodian you have named, may withdraw all the funds from the Account at any time for the benefit of the minor; provided, that we will have no duty or agreement whatsoever to monitor or ensure that the acts of the custodian are for the minor's benefit. Our contractual obligation to honor

checks, orders, withdrawals, or other requests related to the Account is with the custodian only. In the event of the custodian's death, the person named as successor custodian (as provided by law) will succeed to these rights. When the minor reaches the age established under the applicable state's UTMA/UGMA, or at another time determined by applicable law, it is the custodian's responsibility to transfer any funds remaining in the Account to the minor or to the minor's estate. We are not responsible for monitoring age or eligibility for the Account, even though our records may include the minor's date of birth. The custodian authorizes us, at our discretion, to exercise the custodian's duty to transfer funds to the minor at the minor's request upon reaching the age established under the applicable state's UTMA/UGMA (or other time determined by applicable law).

**Minor Accounts** We offer Checking Accounts, Savings Accounts, Money Market Accounts, and Certificate of Deposit Accounts for minors. All minor accounts require a joint owner who is at least eighteen (18) years of age. Please refer to the Consumer Fee Schedule for a description of the minimum balance requirements and fees applicable to minor Accounts. When the minor reaches the Age of Majority in the state in which the Account is located, we may convert the minor Account to a regular Savings Account, which will then be subject to the minimum balance requirements and fees for Savings Accounts specified in the Consumer Fee Schedule.

**Payable on Death** If your Account is opened as a Payable on Death ("POD") Account, you retain complete withdrawal rights in the Account during your lifetime and for your own benefit. The named beneficiaries have no withdrawal rights during your lifetime. You may change or close the POD Account or change beneficiaries.

**Time Deposits (Certificates of Deposit)** When you open a time deposit, you agree to keep your deposit with us for a specified period or agree to give advance notice prior to withdrawal, and we agree to pay you interest at an agreed upon rate, or an agreed formula for a rate, for that period. We often refer to a time deposit as a "CD" or "Certificate of Deposit" even though we do not issue a "certificate." We are not required to permit an early withdrawal from a time deposit and if we do, it will be on the condition that you pay an early withdrawal penalty. The amount of that penalty will be disclosed to you when you open such an Account. Please refer to Part II of this Disclosure (the Truth in Savings Disclosure) for additional information regarding the terms of Certificates of Deposit, including grace periods, early withdrawal penalties, and compounding. You may call us at 800-324-9375, visit one of our branches, or go to our website to find out what CD products and terms we offer.

**Fresh Start Account** In some circumstances, we may offer Fresh Start Accounts for individuals who are ineligible for a traditional Checking Account due to a negative ChexSystems report, so long as the underlying account(s) reported to ChexSystems have not been reported to ChexSystems as fraudulent and have otherwise been paid in full. If we allow you to open a Fresh Start Account, you must maintain your Account in good standing. A Fresh Start Account will be deemed to be not in good standing if any combination of two (2) or more ACH or debit card transactions are presented that would cause the Account to become overdrawn if those transactions were paid. If this occurs, we may deactivate your WaFd Bank Debit Card and/or close the Fresh Start Account. If you maintain your Fresh Start Account in good standing for twelve (12) consecutive months, you may be eligible for other Bank products and services shortly after the twelve (12) month anniversary of the Account opening date. Please note that Fresh

Start Accounts are not eligible for and will be excluded from any “new checking” or similar promotions that we may be offering at the time of Account opening.

## Power of Attorney

We may, in our sole discretion (unless we are required by applicable law to recognize a statutory form of power of attorney), recognize the authority of a person to whom you have given agency under a power of attorney to enter transactions relating to your Account until and unless we receive written notice, or we have actual notice, of the revocation of such power of attorney. However, we must be provided with an original copy or certified copy of the power of attorney, properly notarized (or otherwise properly witnessed in accordance with applicable law), and any other documentation we may ask for from time to time. The power of attorney and all other documents must be in a form satisfactory to us. We will not be liable for damages or penalties by reason of any payment made to, or in the direction of, a person holding a power of attorney.

## Certified Taxpayer Identification Number or Social Security Number

Federal law requires you to provide us a valid and certified Taxpayer Identification Number (“**TIN**”), Social Security Number (“**SSN**”), or Individual Tax Identification Number (“**ITIN**”). We may be required by federal or state law to withhold a portion of the interest credited to your Account in the following circumstances:

- You do not give us a correct TIN, SSN, or ITIN;
- The IRS tells us that you gave us an incorrect TIN, SSN, or ITIN;
- The IRS tells you that you are subject to backup withholding because you have under-reported your interest or other income;
- You fail to certify to us that you are not subject to backup withholding;
- You do not certify your TIN, SSN, or ITIN to us; or
- There may be other reasons why we may be required to do so under applicable law.

If we do this, the amount we withhold will be reported to you and the IRS and applied by the IRS to the payment of any Federal income tax you may owe for that year.

## Credit Verification, Obtaining Financial Information, and Consumer Reporting

You agree that we may verify your credit history, employment history, and/or previous banking relationships through third parties (including but not limited to consumer reporting agencies) for any Account(s) you wish to open or have with the Bank now or in the future. If an Account is declined based on adverse information, you may request from the consumer reporting agency a copy of the information supplied to us. Additionally, if your Account is closed for nonsufficient funds activity or other negative reason, a report may be made by us to one or more consumer reporting agencies or other third parties if permitted by applicable law. If you believe any information we have furnished to a consumer reporting agency is inaccurate, please notify us in writing at: WaFd Bank, 9929 Evergreen Way, Everett, WA 98204. In your notice, please provide your name, Account number, and why you believe there is

an inaccuracy. We will complete an investigation and notify you of our findings and, if necessary, corrections. Please note that calling us will not preserve your rights.

## Informal Dispute Resolution Process

Neither you nor WaFd Bank may commence any arbitration or other action (as either an individual litigant or a member of a class) arising from the other party’s actions relating in any way to your Account or alleging that the other party has breached any provision of, or any duty owed by reason of, any agreement with WaFd Bank, until you or WaFd Bank has notified the other party pursuant to the notice procedures for the informal dispute resolution process described in this Section, and has given the other party a reasonable period to take corrective action (if corrective action is appropriate). You and WaFd Bank agree that a reasonable period to take corrective action will be sixty (60) Calendar Days from the date the required notice was given, unless applicable law specifies a shorter period for corrective action to be taken, in which case the time period specified under applicable law will be deemed to be reasonable for purposes of this Section. You must provide this notice once you become aware of a claim and within the time required under applicable law.

All notices given in connection with this informal dispute resolution process by either you or WaFd Bank must be in writing. If WaFd Bank provides notice to you in connection with this informal dispute resolution process, the notice will be considered to have been given to you when mailed to your address by first class mail or when delivered to your address if sent by other means. The notice address will be the address associated with your Account at the time of the notice. There may be only one designated notice address under this informal dispute resolution Section at any one time. Any notice you provide to WaFd Bank must be given by delivering it or by mailing it by first class mail to us at: WaFd Bank, P.O. Box 1460, Boise, ID 83702. This notice from you will be considered given when WaFd Bank receives the notice. If any notice required by this informal dispute resolution process is also required under applicable law, the applicable law requirement will satisfy the corresponding notice requirement under this informal dispute resolution process.

## Arbitration

You and WaFd Bank agree that any dispute relating in any way to your Account or transactions will be resolved by binding arbitration as discussed below, and not through litigation in any court (except for matters in small claims court).

This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (“**FAA**”).

**YOU AND WAFD BANK ARE WAIVING THE RIGHT TO HAVE OUR DISPUTE HEARD BEFORE A JUDGE OR JURY, OR OTHERWISE TO BE DECIDED BY A COURT OR GOVERNMENT TRIBUNAL. YOU AND WE ALSO WAIVE ANY ABILITY TO ASSERT OR PARTICIPATE IN A CLASS OR REPRESENTATIVE BASIS IN COURT OR IN ARBITRATION. ALL DISPUTES, EXCEPT AS STATED BELOW, MUST BE RESOLVED BY BINDING ARBITRATION WHEN EITHER YOU OR WE REQUEST IT.**

### **What claims or disputes are subject to arbitration?**

Any claim or dispute relating in any way to your Account, or to any services offered by WaFd Bank, will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. Any claims or disputes

arising from or relating to this Disclosure, any prior account agreement between us, or the advertising, the application for, or the approval or establishment of your Account are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. A claim includes disputes about the validity, enforceability or scope of this Arbitration Section. You and WaFd Bank agree that any issues as to arbitrability are delegated for resolution by the arbitrator. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist, or may arise in the future.

#### **Class Actions and Representative Actions**

Claims in arbitration will proceed on an individual basis, on behalf of the named parties only. YOU AND WE AGREE NOT TO:

- SEEK TO PROCEED ON ANY CLAIM IN ARBITRATION AS A CLASS CLAIM OR CLASS ACTION OR OTHER COMPARABLE REPRESENTATIVE PROCEEDING;
- SEEK TO CONSOLIDATE IN ARBITRATION ANY CLAIMS INVOLVING SEPARATE CLAIMANTS (EXCEPT FOR CLAIMANTS WHO ARE ON THE SAME ACCOUNT), UNLESS ALL PARTIES AGREE;
- BE PART OF, OR BE REPRESENTED IN, ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE; OR
- SEEK ANY AWARD OR REMEDY IN ARBITRATION AGAINST OR ON BEHALF OF ANYONE WHO IS NOT A NAMED PARTY TO THE ARBITRATION.

If these terms relating to class or representative procedures are legally unenforceable for any reason with respect to any claim or dispute, then the arbitration requirements above will be inapplicable to the claim or dispute, and the claim or dispute will instead be handled through litigation in court rather than by arbitration. No arbitrator shall have authority to entertain any claim or dispute on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party.

#### **Does arbitration apply to claims and disputes involving third parties?**

Arbitration applies whenever there is a claim or dispute between you and WaFd Bank. If a third party is also involved in a claim or dispute between you and WaFd Bank, then the claim or dispute will be decided with respect to the third party in arbitration as well, and it must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party. For purposes of arbitration, **“you”** includes any person who is listed on your Account, and **“WaFd Bank”** includes Washington Federal Bank, all of its affiliates, and all third parties who are regarded as agents or representatives of ours in connection with a claim or dispute. If we assign your Account to an unaffiliated third party, then **“WaFd Bank”** includes that third party. The arbitration may not be consolidated with any other arbitration proceeding.

#### **How does arbitration work?**

The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 800-778-7879. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules.

The arbitrator will decide the claim or dispute in accordance with all applicable law, including recognized principles of equity and statutes of limitations, and will honor all claims of privilege recognized by law. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law. A single arbitrator will conduct the arbitration and will use applicable substantive law, including the Uniform Commercial Code, consistent with the FAA and the applicable statutes of limitations or conditions precedent to suit, and will honor claims of privilege recognized at law. The arbitrator can award damages or other relief provided for by law to you or us, but not to anyone else. The arbitrator's authority is limited to the claims or disputes between you and WaFd Bank.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of this Disclosure as a court would. The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days of award issuance. The appeal must request a new arbitration in front of three (3) neutral arbitrators designated by the same arbitration administrators. The panel will reconsider all factual and legal issues, following the same rules of procedure, and will make decisions based on majority vote. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

#### **Who will pay for costs?**

WaFd Bank will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. Even if not otherwise required, we will reimburse you up to \$200 for any initial arbitration filing fees you have paid. All other fees will be allocated according to the arbitration administrator's rules and applicable law. If you consider that you are unable to afford any fees that would be yours to pay, you may request that we pay or reimburse them, and we will consider your request in good faith.

#### **How do I file an arbitration claim?**

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to us at: WaFd Bank, P.O. Box 1460, Boise, ID 83702.

#### **Legal Process**

We are not obligated to honor any claim against or involving an Account unless we are required to do so by order of an arbitration proceeding, court or government agency that has jurisdiction over us, or pursuant to applicable law. This rule applies to any person asserting any rights or interest regarding an Account, including you and other persons who are authorized to make withdrawals or write checks or who present a power of attorney signed by you.

If we receive notice of any claim or dispute or of any legal proceeding we reasonably believe involves you or any of your Accounts, in our discretion we may suspend transactions on any Account which we believe to be affected until final determination of the claim, dispute, or legal proceeding. We may place a hold on any funds in the Account and suspend transactions whether the affected Account is in your name alone or is a joint Account. An Account may be suspended even though the suspension may have been due to inadvertence, error because of similarity of the names of depositors, or other mistake. You agree that we may comply with any state or federal legal process, including, without limitation,

any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena, or warrant relating to you or your Account which we reasonably believe to be valid and without restriction under applicable law, without any liability from us to you. You agree that if we are properly served with legal process at any of our branches or offices, we may comply with it, even if it is served at a location other than where your Account was opened, as may be permissible under applicable law. Further, you agree that we may comply with such process as we deem appropriate under the circumstances, even if the legal process or document appears to affect the interest of only one owner of a joint Account. In such case, we may refuse to permit withdrawals or transfers from your Account until such legal process is satisfied or dismissed, even if such action results in nonsufficient funds to pay a check you have written or otherwise satisfy an obligation you may have incurred.

You agree that we are entitled to a Legal Processing fee, for which you are liable to us, upon receipt of any legal process. Please refer to the Consumer Fee Schedule for a description of the Legal Processing fee. We may deduct such Legal Processing fee, as well as any costs or expenses (including, but not limited to, reasonable attorneys' fees) that we incur in connection with any such legal process, from your Account or any other Account you may have with us without prior notice to you, or we may bill you directly for such costs, expenses, and Legal Processing fees. Any garnishment, attachment, or other levy against your Account shall be subject to our right of offset and security interest.

You agree that we will not pay and you shall not be entitled to receive interest on any funds we hold or set aside in connection with or in response to legal process. Finally, you agree that we may accept and comply with legal process, irrespective of how and/or where it was received even if the law requires any particular method of service.

Without limiting your indemnification obligations otherwise set forth in the Account Agreement, you agree to indemnify us and hold us harmless from and against any and all losses, liabilities, penalties, claims, damages, costs, expenses, or other harm or injury (including, but not limited to, court costs and reasonable attorneys' fees) which we may incur or suffer by reason of responding to or initiating any legal process, including, but not limited to, any interpleader action we commence involving you or your Account. As part of that indemnity, in the event we incur liability to a creditor of yours as a result of our response or failure to respond to a legal process, you agree to pay us on demand the amount of our liability to your creditor and to reimburse us for any expense, attorneys' fees, or other costs we may incur in collecting the amount from you..

We may, in our sole discretion and without any liability to you, initiate an action in interpleader to determine the rights of the persons making adverse claims to your Account. We may exercise the right regardless of whether the persons making the adverse claims have complied with all statutory requirements pertaining to adverse claims, such as posting a bond or giving other surety. Upon initiation of an interpleader action, we will be relieved and discharged of all further duties and obligations.

## Restricting Your Account

In addition to other reasons specified in the Account Agreement, we may refuse to open your Account or decline or prevent transactions to or from your Account to protect you or us, or to comply with legal or regulatory requirements. We may refuse, freeze, reverse, or delay any specific withdrawal, payment, or transfer of funds from

your Account to hold them pending investigation, including without limitation in one or more of the following circumstances:

- We receive conflicting information or instructions regarding Account ownership, control, or activity;
- We suspect that you may be the victim of a fraud or scam, social engineering attack, financial exploitation, or other deceptive activity, even though you have authorized the transaction(s);
- We suspect that any transaction may involve illegal activity or may be fraudulent;
- We are complying, in our sole judgment, with any federal, state, or local law, rule, or regulation, including without limitation federal asset control and sanction rules and anti-money laundering rules, or with our policies adopted to assure that we comply with those laws, rules, or regulations;
- You fail to provide us with any information, documentation, or materials relating to you and/or your Account(s) that we require or request from time to time; or
- We reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

We also may limit cash deposits to, or withdrawals from, your Account (or all of your Accounts, collectively) in a single transaction or total withdrawals or deposits during any period of time, or who may make deposits, in order to reduce risk and/or enhance our efforts to comply with applicable law. If we determine necessary or appropriate in our discretion, we may debit your Account(s) and hold the funds in a suspense account as part of a dispute or investigation. We will credit the funds and any applicable interest to your Account(s) if we determine the funds are owed to you. Subject to applicable law, we will have no liability for any action we take under this Section.

## If You Owe Us Money

If you withdraw funds from your Account that you do not have a right to withdraw, including the amount of a check or other item which we later charge back to your Account or any amounts that may be credited to your Account in error, you will have to pay us back. If you do not, we can bring a lawsuit against you to get the money back. We can also do this if you owe us any fees or charges in connection with your Account and you do not pay us. If we bring a lawsuit against you, you agree to pay our court costs and reasonable attorneys' fees as awarded by the court and as permitted by law.

## Right of Offset and Security Interest

Unless we are prohibited by applicable law, we may take any funds in any of your Accounts to pay any debt you owe us that is in default. This is commonly called the "right of offset" and applies to all funds of yours in our possession now or in the future but does not apply to funds held in an IRA or other tax deferred Account. We can use this right of offset without giving you any notice (unless notice is required by applicable law) and without going through any legal processes or court proceedings. If this is a joint Account, the right of offset applies to deposits of each co-owner to pay the debts owed to us by any or all of you. Likewise, we may withdraw money from an Account owned by only one person and apply it to

reduce the joint debt of that person and another person. We can also use this right of offset for debt caused by items presented against a closed Account when we are not able to return the item. This right of offset does not apply to your Account if the debtor's right of withdrawal arises only in a representative capacity or if the debt arises from a consumer credit card.

We also have a right to place a hold on funds in your Account(s) if we have a claim against you or pending exercise of our right of offset. If we place a hold on your Account, you may not withdraw funds from the Account and we can refuse to pay checks or other items drawn on the Account. In addition to any right of offset, you hereby grant to WaFd Bank a security interest in your Account(s) to secure all loans or other extensions of credit with the Bank, now or in the future.

## Death/Incompetence

Your death, or a declaration that you are legally incompetent to handle your affairs, does not end our authority to pay checks signed or other items authorized by you, to accept deposits, or to collect items deposited until we receive written notice of your death or declared incompetence. Even after we receive such notice, we can pay checks or other items authorized by you before your death or declared incompetence for such period permitted under applicable law.

On joint Accounts, your death or declared incompetence does not affect the rights of any other owner of the Account to make deposits, make withdrawals or, if applicable, write checks. We may require the surviving owner(s) and any in-trust-for Account beneficiaries to provide reasonable proof of your death or incompetence and, in some jurisdictions, provide any tax releases or other documents or consents needed from government authorities before we pay any checks or other items authorized on your joint Account or allow the surviving owner(s) or beneficiaries to withdraw any funds from the Account. Each of you is responsible for notifying us when any other joint Account owner dies.

Certain checks or other items made payable to a deceased joint Account owner (e.g., Social Security benefits or disability and SSI payments, VA benefits, pension payments, automatic payroll deposits, etc.) must be returned to the issuer or originator and may not be used, cashed, or disposed of in any other way by the surviving Account owner(s). If such checks or items are used, cashed, or disposed of by any of the surviving Account owner(s), each Account owner remains liable for the check or item and any charges, fees, or other penalties incurred as a result of the improper use of the check or item. In our discretion, and subject to applicable law, we can charge your Account for these checks or items and remit payment to the issuer or originator of the check or item.

## Abandoned Accounts and Unclaimed Property

State and federal law and our policies govern when Accounts are presumed abandoned. The applicable state law is generally the laws of the state reflected in your last-known residential address on your Account statement. Your Account is usually presumed abandoned if you have not performed at least one (1) of the following activities for the period specified in the applicable state's unclaimed property law: (a) made a deposit or withdrawal; (b) written to us about the Account; or (c) otherwise shown an interest in the Account, such as asking us to keep the Account active. Our fees, charges, and interest payments, and automatic deposits and withdrawals, are usually not considered activities that will rebut this presumption.

We are required by the unclaimed property laws to turn over funds in Accounts presumed abandoned to the applicable state agency. This means that your property (i.e., funds in your Account(s)) may be transferred to the appropriate state if no activity occurs in the Account(s) within the time period specified by state law. Before we turn over funds in an abandoned Account, we may send a notice to the address we currently show for the Account statement. However, we may not send this notice if mail we previously sent to this address was returned. Unless prohibited by applicable law, we may charge to the Account our costs and expenses of any notice, advertisement, payment, and/or delivery of the Account to the applicable state agency. After we turn the funds over to the state agency, we have no further liability to you for the funds and you must apply to the appropriate state agency to reclaim your funds.

## Inactive and Dormant Accounts

If your Account is a Checking Account, we will consider the Account inactive if there is no activity in the Account for a period of two hundred seventy (270) consecutive Calendar Days, and then dormant if there is no activity in the Account for a period of six hundred thirty-five (635) consecutive Calendar Days. If your Account is a Savings Account or Money Market Account, we will consider the Account inactive if there is no activity in the Account for a period of one (1) year, and then dormant if there is no activity in your Account for a period of five hundred forty-five (545) consecutive Calendar Days.

If we consider your Account inactive or dormant, then (unless prohibited by applicable law) we may:

- Charge Inactive Account Fees on the Account in addition to regular monthly maintenance and other fees. Please refer to the Consumer Fee Schedule for a description of the Inactive Account Fee(s);
- Stop sending Account statements, even if the Account received interest;
- Stop paying interest on the Account; and/or
- Refuse to pay items drawn on or payable out of the Account

If you re-establish contact with us, we do not have to reimburse you for any Inactive Account Fee(s) or other regular monthly maintenance or other fees, and we are not liable to you for any interest that would otherwise have accrued on your Account.

## Limited Liability

If we make a mistake and, for example, charge you more than we should have, we will correct the error, so long as you give us sufficient and timely notice under the Account Agreement and applicable law and an opportunity to fix it. You agree that, to the extent not prohibited by applicable law or the Account Agreement, we will not be liable to you for performing or failing to perform our services under or in connection with the Account Agreement unless we have acted in bad faith. If a court establishes our liability to you under the Account Agreement, unless prohibited by applicable law or the Account Agreement, you agree that you may recover only your actual damages from us and we will not be liable for any indirect, incidental, special, consequential, or punitive damages. Neither the Account Agreement nor your deposit relationship with us creates a fiduciary, quasi-fiduciary, or special relationship between you and us. Our deposit relationship with you is that

of debtor and creditor. Our internal policies and procedures are solely for our own purposes and do not impose on us a higher standard of care than otherwise would apply by law without such policies or procedures.

## Default

Your Account may be in default if: (a) you have repeatedly overdrawn your Account; (b) you do not repay immediately any overdraft; (c) you do not comply fully with any term or condition of the Account Agreement or of any other agreement you may have with us; or (d) you give us false or misleading information about yourself or any of your deposit or credit relationships with us or with others. If you are in default, we may close any or all of your Accounts without notice (unless notice is required under applicable law) and/or we may exercise all available rights and remedies provided elsewhere in the Account Agreement or other agreements and all rights and remedies available at law or equity.

## Indemnity

Without limiting your indemnification obligations otherwise set forth in the Account Agreement, you agree to indemnify us and hold us harmless from and against any and all losses, liabilities, penalties, claims, damages, costs, expenses, or other harm or injury (including, but not limited to, court costs and reasonable attorneys' fees) that we may incur as a result of any claim asserted against us by any third party arising out of any action at any time taken or omitted to be taken by: (a) you under or in connection with the Account Agreement, including, but not limited to, your failure to observe and perform properly each and every obligation in accordance with the Account Agreement and any other agreement you may have with us; and/or (b) the Bank in reliance upon any certification, affidavit, evidence of authority, or other document or notice given or purporting to have been given by you to us, or any information or order which you provide to us. This indemnification does not apply to claims that you may assert against us, or to any amounts we are obligated to pay you under the terms of the Account Agreement or applicable law.

If you give us instructions that we believe may expose us to potential liability, we may refuse to follow your instructions. If we decide to follow your instructions, then without limiting your indemnification obligations otherwise set forth in the Account Agreement, you agree to indemnify us and hold us harmless from and against any and all losses, liabilities, penalties, claims, damages, costs, expenses, or other harm or injury (including, but not limited to, court costs and reasonable attorneys' fees) that we may incur in following your instructions. In addition, we may ask you for certain protections, such as a surety bond or your indemnity in a form satisfactory to us, before we agree to follow any such instructions.

## Jury Trial Waiver

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AND WE EACH AGREE THAT NEITHER YOU NOR WE SHALL (A) SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER ACTION BASED UPON, OR ARISING OUT OF, THE ACCOUNT AGREEMENT OR ANY ACCOUNT OR THE DEALINGS OF THE RELATIONSHIP BETWEEN YOU OR US, OR (B) SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER YOU NOR WE HAVE AGREED WITH OR

REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. YOU AND WE EACH ACKNOWLEDGE THAT THIS WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE.

## Demand Deposit Accounts and Sub-Accounts

For regulatory accounting purposes, all Checking Accounts consist of two separate sub-accounts: a transaction sub-account, and a non-transaction sub-account. We may periodically transfer funds between these two sub-accounts without notice to you, as often as once a day. On a sixth (6th) transfer during a calendar month, any funds in the non-transaction sub-account will be transferred back to the transaction sub-account. This process will not affect your Available Balance, the interest you may earn on the Account(s), FDIC insurance coverage applicable to the Account(s), or your monthly Account statement(s).

These sub-accounts are treated as a single Checking Account for the purposes of deposits and withdrawals, access and information, statement reporting, and any fees or charges. There are no separate or additional balance requirements, fees, or charges associated with the creation of these sub-accounts. If your Checking Account is a non-interest bearing Account, neither the transaction sub-account nor the non-transaction sub-account receives any interest. If your Checking Account is an interest-bearing Checking Account, both the transaction sub-account and the non-transaction sub-account always receive the same interest rate, and your periodic statement will reflect a single blended Annual Percentage Yield ("**APY**") and APY Earned.

## Changes to Our Agreement with You

We may amend the Account Agreement in whole or in part from time to time, including by adding, deleting, or amending existing terms, or adding or discontinuing services or accounts, by providing you with notice by mail to the address we currently have for your statement, or if you have agreed to this method, by providing notice to you electronically. Any change is effective immediately, unless required otherwise by applicable law. If a notice of a change to the Account Agreement is returned to us as being undeliverable or if we stop sending notices to you because notices or statements we previously sent you were returned as being undeliverable, you understand that the notices are available to you at our branches, and you agree to that method of delivery. Unless otherwise required by applicable law, we may also amend the Account Agreement without prior notice by posting the information in our branches, on our Website, or otherwise making it available to you. If we notify you that the terms of your Account Agreement have changed, or if we make any changes available as described above, and you continue to have your Account after the effective date of the change, you have agreed to the new terms. You can obtain a copy of our current Account Agreement in our branches or on our Website.

## Closing Your Account

You or we may close your Account at any time for any (or no) reason without prior notice. As part of the Account closure any Qualified Protection Account linked to the Account as overdraft protection will be removed. If your Account is closed before interest is credited, you will receive the accrued interest. If we close the Account, we will advise you in writing that we have done so and mail you a check for the collected Account balance. We may, in our sole discretion,



withhold a sufficient sum to cover any outstanding items and likely fees or charges. If we withhold any money for such contingencies, we will refund the remaining funds after we are satisfied that no further withholding is necessary. If you close the Account, we may require a signature from you in connection with your instructions to close the Account. You will still be responsible for any outstanding checks written (and other transactions initiated), and any fees, charges, or overdrafts incurred before, during, or after the time you closed the Account. We are not required to close the Account at your request: (a) if the Account is overdrawn or subject to legal process (such as a garnishment, attachment, execution, levy, or similar order); (b) until all authorized or outstanding items (including checks, ATM, point-of-sale, ACH, and other electronic transactions) and other transactions have been paid from your Account; and/or (c) any outstanding disputes (including but not limited to disputes regarding electronic transfers, ACH transactions, or other unresolved internal research requests/disputes concerning the Account) have been resolved to our satisfaction. In those cases, we will restrict your Account against all future withdrawals (other than under legal process) until those authorized or outstanding items or other transactions are paid or returned, the Account balance is no longer overdrawn, and/or any legal process or dispute has been resolved then at which time we may close the Account. Subject to applicable law, if your Account has a zero balance for at least ninety (90) consecutive days, we will assume you intend to abandon your Account, in which case we may close it.

After your Account is closed, we have no obligation to accept deposits or pay any outstanding checks or other items. We will have no liability for refusing to honor any item or request for payment presented on a closed Account. When possible, any items presented for payment after an Account has been closed will be returned to the payee and you will be liable for any associated fees or charges and any additional deposits or electronic credits (e.g., Social Security benefits or disability and SSI payments, VA benefits, pension payments, automatic payroll deposits, etc.) will be returned to the issuer or originator.

If your Account is closed for any reason, you authorize us to re-open your Account to process any transactions authorized prior to Account closure and/or for other purposes consistent with applicable law, even if this overdraws your Account. We will notify you if your Account is re-opened. Please refer to the Section titled **"Sustained Overdrawn Accounts,"** for additional information regarding overdrafts.

## Governing Law and Rules

Unless otherwise stated in the Account Agreement, your Account(s) and the Account Agreement will be governed by federal law and, unless superseded by federal law, by the law of the state where your Account is located. If you opened your Account in person, the Account is located in the state in which you opened it. If you opened your Account online (through our Website or Mobile Banking App) or by telephone and you reside in a state in which we have a branch at that time, the Account is located in the state in which the branch is located. If you reside anywhere else, then your Account is located in the State of Washington.

Please note that, in addition to applicable law, there may be other third-party rules and procedures that apply to your Account(s) from time to time. For instance, if at any time you and/or your Account participates in the ACH network, you will be bound by (and agree to comply with) the Operating Rules and Guidance of

NACHA. Further, to the extent you and/or your Account initiate(s) or receive(s) wire transfers (either incoming or outgoing), you will be bound by (and agree to comply with) the rules of any wire transfer system involved. These are only a couple of examples, and note that to the extent you and/or your Account uses or participates in another third-party network from time to time, you agree to comply with any and all applicable rules, guidance, circulars, and/or similar materials of the third-party network.

## Severability and Change of Law by Agreement

A determination that any part of the Account Agreement is invalid or unenforceable will not affect the remainder of the Account Agreement. If any part of the Account Agreement is inconsistent with any applicable law, then to the extent the law can be amended or waived by contract, you and we agree that the Account Agreement governs, and the law is amended or waived by the Account Agreement.

## Venue and Limitation on Bringing Contract Claims

In the event determination that any part of the Account Agreement is invalid or unenforceable will not affect the remainder of the Account Agreement. If any part of the Account Agreement is inconsistent with any applicable law, then to the extent the law can be amended or waived by contract, you and we agree that the Account Agreement governs, and the law is amended or waived by the Account Agreement.

## Attorneys' Fees

In any action arising out of or relating to your Account or the Account Agreement, the prevailing party will be entitled to recover costs and reasonable attorneys' fees.

## Online and Mobile Banking

We also offer Online Banking and Mobile Banking services through our Website and Mobile Banking App, respectively (collectively, the **"Online and Mobile Service"**). Use of the Online and Mobile Service is also governed by the Online Banking Agreement, which is available on our Website and in printed form upon request at your local branch. In order to use the Online and Mobile Service, you must agree to the terms and conditions of the Online Banking Agreement. Please refer to the Online and Mobile Banking Agreement for additional information about our Online and Mobile Service.

# Part II: Truth in Savings Disclosure

## Accounts Covered

Accounts covered by this Part II include all deposit Accounts, including Checking Accounts, Money Market Accounts, Certificates of Deposit, and Savings Accounts. Your Account will be considered open when you sign a signature card (whether in writing or electronically) and we receive credit for your initial deposit. You must also complete and sign any other Account documentation that we may require from time to time to maintain your Account.

## Consumer Fee Schedule and Rate Sheet

Prior to Account opening, you will receive copies of our Consumer Fee Schedule and our Rate Sheet. The Consumer Fee Schedule sets out certain fees and charges applicable to your Account(s), including any monthly service charges. The Rate Sheet sets out certain Account information and disclosures required under the federal Truth in Savings Act and its implementing regulation, Regulation DD, including Annual Percentage Yield (APY) information, interest rates, and minimum-balance requirements. As noted above, copies of our Consumer Fee Schedule and Rate Sheet are available on our Website and in printed form upon request at your local branch. Both the Consumer Fee Schedule and the Rate Sheet are considered a part of this Disclosure.

## Minimum Balance Requirements (*Checking Accounts, Savings Accounts, and Money Market Accounts*)

**Initial Deposit To Open an Account:** To open a Checking Account, Savings Account, or Money Market Account, you must deposit the **"Initial Deposit to Open"** specified for your type of Account shown in the Consumer Fee Schedule.

**Minimum Balance to Earn Interest:** No interest is accrued when the daily collected balance in your Account falls below the **"Minimum Balance to Earn Interest"** for your type of Account shown in the Consumer Fee Schedule.

**Service Charges:** For Savings Accounts and Money Market Accounts, a Service Charge (specified for your type of Account in the Consumer Fee Schedule) will be imposed for any monthly statement period in which the daily collected balance in your Account falls below the specified **"Minimum Balance to Waive Service Charge"** on any day of that monthly statement period.

For Interest Checking Accounts, a Service Charge (specified in the Consumer Fee Schedule) will be imposed for any monthly statement period in which the average daily balance on any day in your Account falls below the specified **"Minimum Balance to Waive Service Charge"** shown in the Consumer Fee Schedule. In some cases, this Service Charge may be waived for any monthly statement period in which the average daily balance in that Interest Checking Account, together with all other deposit Accounts with the same TIN(s), SSN(s), or ITIN(s), exceeds the **"Minimum Balance to Waive Service Charge"** shown in the Consumer Fee Schedule.

The **"average daily balance"** is calculated by adding the principal in the Account for each day of the monthly statement period and dividing that figure by the number of days in the monthly statement period.

The Service Charge (if any) for all other Checking Accounts is shown in the Consumer Fee Schedule.

## Interest Rate Information

The current interest rate on your Account and the Annual Percentage Yield (APY) are shown on our Rate Sheet. You may also call 800-324-9375 for current interest rate and APY information. The interest rate and APY may change. At our discretion, we may change the interest rate on your Account(s) at any time. In order to obtain the APY disclosed on the Rate Sheet, you must maintain the required minimum collected balance in the Account each day for the applicable tier shown in our Rate Sheet. We compound interest daily and credit interest on the last day of the interest posting cycle.

## Computation Method

We use the daily balance method to calculate interest. This method applies a daily periodic rate to the principal in your Account each day. Interest begins to accrue no later than the Calendar Day we receive credit for the deposit of non-cash items (e.g., checks). Interest on cash deposits begins to accrue on the same Calendar Day we receive them. Interest begins to accrue on the same Calendar Day a wire transfer is received if we receive the wire transfer by 2:00 PM Pacific Time; otherwise, interest begins to accrue on the next Calendar Day. Interest is earned on the entire balance in the Account that day, compounded on a daily basis, and credited to your Account on a monthly basis using a 365-day year (or 366-day year in a leap year). For blended-rate Accounts (i.e., "tiered-rate" Accounts), different interest rates will apply to specified balance levels. Please refer to the Rate Sheet for additional information about blended-rate Accounts (e.g., applicable tiers, interest rates, and APYs).

## Time Deposits (*Certificates of Deposit*)

Time deposits or certificates of deposit are referred to in this Disclosure as **"Certificates"** or **"Certificates of Deposit."** Further, the term **"Grace Period"** means the ten (10) Calendar Day period following the maturity date of your Certificate.

### **Computation Method:**

Basis: 365/365 (365/366 leap year) compounded daily. Interest begins to accrue no later than the Calendar Day we receive credit for the deposit of non-cash items (e.g., checks). Interest on cash deposits begins to accrue on the same Calendar Day we receive them. Interest begins to accrue on the same Calendar Day a wire transfer is received if the wire transfer is received by 2:00 PM Pacific Time; otherwise, interest begins to accrue on the next Calendar Day. We use the daily balance method to calculate interest. The daily balance method applies a daily periodic rate to the principal in your Account each day.

**Interest Rate Information:** The current interest rates and the Annual Percentage Yield (APY) for Certificates of Deposit are shown on our Rate Sheet. You may also call 800-324-9375 or visit one of our branches for current interest rate and APY information. At our discretion, the interest rate and APY may change at any time until the Account is opened, at which point the interest rate and APY will be fixed and in effect for the term of the Certificate. The interest rate is set according to the term and deposit amount of the Certificate at the time of opening and is fixed for the term of the Certificate. The interest rate will not change due to additions,

if allowed, or withdrawals. The APY assumes Interest credited will remain on deposit until maturity. Any withdrawals of interest or principal will reduce earnings. The interest rate on deposits of more than \$1,000,000 is negotiable and must be approved in advance by the Bank.

**Crediting:** Accrued interest is credited on or before the last Calendar Day of the quarter and on the Calendar Day prior to the maturity date. If the term of your Certificate of Deposit is one (1) year or less, interest may be deferred by being paid on the Calendar Day prior to maturity only. If the term of your Certificate of Deposit is greater than one (1) year, interest must be paid at least annually (December 31) and at maturity. Interest credited and available may be withdrawn anytime without penalty within the current term, but if you withdraw interest prior to the maturity date you may not earn the disclosed APY.

**Minimum Balance:** \$1,000 (\$500 for minor Accounts) is required to open and maintain a Certificate of Deposit. If your Certificate of Deposit balance falls below the minimum balance, it may be closed and be subject to an early withdrawal penalty (as described below).

**Initial Deposit or Additions:** Deposits to establish a Certificate of Deposit or additions to the Certificate during the Grace Period are credited subject to final collection. We do not allow additions during the term unless the Certificate of Deposit is held in an IRA, SEP-IRA, or ESA Plan.

**Renewal:** The Certificate will automatically be renewed for the renewal term specified on the maturing Certificate at the interest rate offered at the time of renewal for Certificates with like amounts and maturities. Any accumulated interest becomes principal upon renewal and, unless withdrawn during the Grace Period, will be subject to penalty if withdrawn during the new term. We will give you thirty (30) days' notice if we do not renew the Certificate. If we do not renew the Certificate on the maturity date, the Account will begin earning at the then-current rate and computation method applicable to our Savings Accounts.

**Early Withdrawal Penalty:** We will impose a penalty if you withdraw any of the deposited funds prior to the maturity date of the Certificate. We calculate the penalty using the same rate and computation method we disclosed on the Certificate of Deposit. The amount of the penalty depends on the current term of the Certificate, as follows:

<b>Term</b>	<b>Interest Penalty</b>
Twelve (12) months or less	90 days Interest
More than twelve (12) months and less than four (4) years	180 days Interest
Four (4) years or more	365 days Interest

We will charge the full penalty regardless of the amount of time the funds have been on deposit. However, we will not impose a penalty to close or transfer the entire balance of the Certificate in the event of the death or declaration of incompetency of any Account holder.

**Grace Period:** During the Grace Period, you may add or withdraw funds, subject to the minimum balance requirements, without interest penalty. We will pay interest on funds withdrawn during the Grace Period at the renewal term rate calculated on a simple interest basis. If you close your Certificate of Deposit during the Grace Period, we will pay interest on the amount withdrawn calculated at the then-current Savings Account rate on a simple interest basis. You may only make changes during the Grace Period once, and you must give us all instructions for changes at

the same time. Once a change is made, the Certificate renews, the Grace Period expires, and no additional changes are allowed. If the interest posting cycle ends during the Grace Period, we will post interest to the Account in the next cycle.

### Additional Rules for IRA, SEP-IRA, and ESA Plans

**Minimum Balance:** \$100 if the term of the Certificate is twenty-three (23) months or less. If the term of the Certificate exceeds twenty-three (23) months, the minimum balance is \$1,000.

**Additions:** If the term of the Certificate is twenty-three (23) months or less, regular annual contributions are allowed during the term. Transfers within the plan, trustee transfers, and rollover contributions are only allowed during the Grace Period.

**Waiver of Early Withdrawal Penalty:** Upon reaching age 59-1/2, we will waive the early withdrawal penalty on participant distributions from an IRA up to an accumulative 20% of the opening (or last renewed) Certificate balance in a calendar year. The early withdrawal penalty will not be waived for Trustee to Trustee transfer and direct rollover to qualified plan.

### Fees

Please refer to the Consumer Fee Schedule for a listing of fees and charges that may apply to your Account. If you would like more information about your Account, please call us at 800-324-9375 or visit your local branch.

# Part III: Funds Availability Disclosure

Funds “**availability**” means your ability to withdraw funds from your Account, whether those withdrawals are made in cash, by check, automatic payment, or any other method we offer you for access to your Account. If deposited funds are not available to you on a given day you may not withdraw funds in cash, and we may not use the funds to pay items that you have written or honor other withdrawals you request. If we pay items that you have written or honor other withdrawals before funds are available to you, this may result in an overdraft. Please refer to Part I of this Disclosure, and the Section titled “**Overdraft Policy,**” for additional information regarding overdrafts.

## Your Ability to Withdraw Funds

Our policy is to generally make available certain funds deposited in your Account on the first Business Day after we receive your deposit. In some cases, we may delay your ability to withdraw funds beyond the first Business Day.

## Determining the Availability of a Deposit

The day funds become available, and the length of the delay, is determined by counting Business Days from the day of your deposit. If you make a deposit in person on a Business Day when we are open, we will consider that Business Day to be the day of your deposit for purposes of calculating when your funds will become available. If your deposit is not made in person, we will consider that the deposit was made on the Business Day that you made the deposit.

The length of the delay varies depending on the type of deposit and is explained below. We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will disclose to you when the funds will be available. In most cases, this disclosure will be given at the time of deposit. If a hold is placed after the transaction has occurred or on a mail or night drop check deposit, a written notice will be mailed no later than the next Business Day.

## Same Day Availability

Funds from electronic direct deposits to your Account generally will be available on the day they are received into your Account.

## Next-Business Day Availability

Funds from the following deposits are available on the first Business Day after the day of your deposit:

- Wire Transfers

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first Business Day after the day of your deposit:

- Cash;
- On-Us Checks;
- U.S. Treasury checks payable to you;
- State and local government checks payable to you;
- Cashier’s, certified, and teller’s checks that are payable to you; and

- Federal Reserve Bank checks, Federal Home Loan Bank checks, U.S. Postal Service money orders, and traveler’s checks, if these items are payable to you.

## Other Check Deposits

If you make a check deposit in person to one of our employees, the funds deposited will be available on the first Business Day after the Business Day of your deposit. If the amount of the deposit is not already collected, these checks are subject to a case-by-case delay, but the remaining funds will generally be available on the second Business Day after the day of your deposit.

## Holds on Other Funds (*Other Accounts*)

If we accept the deposit of a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another Account with us.

## Special Rules for New Accounts

If you are a new client, the following special rules will apply during the first thirty (30) Calendar Days your Account is open:

- Funds from electronic direct deposits will be available on the Business Day they are received into the Account.
- Funds from cash deposits made in person to one of our employees and wire transfers will be made available on the first Business Day after the day of deposit.
- The first \$6,725 of a day’s total deposits of U.S. Treasury checks, state and local government checks, cashier’s, certified, and teller’s checks, Federal Reserve Bank checks, Federal Home Loan Bank checks, U.S. Postal Service money orders, and traveler’s checks, if these items are payable to you, will be made available on the first Business Day after the day of deposit. The excess over \$6,725 will generally be made available by the fifth Business Day after the day of deposit. Please also refer to the Section of this Disclosure titled “**Longer Delays May Apply**” for additional information.
- Funds deposited from other domestic checks not listed above will be made available no later than the fifth Business Day after the day of deposit.

## Longer Delays May Apply

In some cases, we will not make available to you funds deposited by check by the first Business Day after the Business Day of deposit. Depending on the type of check you deposit, funds will be made available to you no later than the fifth Business Day after deposit. Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid (for example, there are alterations or changes to the face of the check, or missing information on the check, or the endorsement is missing or appears invalid, or we receive information from the paying bank that the check will not be honored, or state or federal law prohibits the paying of a check);
- You deposit other domestic checks totaling more than \$6,725 on any one (1) Calendar Day;

- Your Account(s) has been overdrawn on six (6) or more Business Days in the past six (6) months;
- Your Account(s) has been repeatedly overdrawn in the last six (6) months;
- You redeposit a check that has been returned unpaid; and/or
- There is an emergency, such as a failure of computer or communications equipment, or other situation beyond our control that interrupts the normal course of business.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the fifth Business Day after the day of your deposit. If your deposit is not made directly to one of our employees (including a deposit made at an ATM), or if we decide to take this action after you have left the premises, we will mail you the notice the day after we receive your deposit. If we extend the time that funds will be available and do not furnish you with written notice at the time of deposit, we will refund any fees for any subsequent overdrafts or return of checks or other debits to the Account caused by delaying the funds availability on the deposited checks, if (a) the overdraft or return of the check would not have occurred, except for the fact that the deposited funds were delayed; and (b) the deposited check was paid by the paying bank. To request a refund, please visit a Bank branch or contact us by phone at the Client Care Center 800- 324-9375.

### Deposits Not Made in Person

All deposits not made in person may be subject to delays in availability. In addition, we reserve the right not to accept, reject, or reverse a deposit not made in person if we deem the deposit does not follow our deposit guidelines, is affected by state or federal check acceptance guidelines, or is in violation of applicable law. Deposits are considered received when the transaction has been successfully completed. A confirmation message or receipt will be provided notifying you if the transaction was completed, or whether it was subject to rejection or reversal.

### ATM Deposits

Cash deposited at the ATM will be made available no later than the first Business Day after the Business Day of deposit. When you deposit a check at an ATM, regardless of the type of check, we will make \$275 of the funds available no later than the first Business Day after the Business Day of deposit, unless we deem a longer delay is necessary. Deposits accepted after 6 PM Pacific Time or on a day that is not a Business Day will be credited the following Business Day.

### Mobile Deposits

When you deposit a check via our Mobile Deposit service (through our Mobile Banking App), regardless of the type of check, we will make \$275 of the funds available no later than the first Business Day after the Business Day of deposit, unless we deem a longer delay is necessary. Deposits accepted after 5 PM Pacific Time or on a day that is not a Business Day will be credited the following Business Day. Mobile Deposits are subject to the limits specified in the Online Banking Agreement. Please refer to the Online Banking Agreement for additional information about our Mobile Deposit service.

## Part IV: Electronic Funds Transfers Disclosure

**A Customer's Guide to Electronic Fund Transfers**  
The Electronic Fund Transfer Act and Regulation E require disclosure of your rights and responsibilities when using the electronic fund transfer services we offer.

### Disclosure Statement

You have authorized us to make electronic fund transfers on your behalf and/or have requested the use of electronic fund transfer services and facilities. All electronic fund transfers are subject to the terms and conditions outlined below. Your use of a WaFd Bank Debit or ATM Card (each, a "Card") is subject to those same terms and conditions and the following conditions:

- The Card(s) remain our property and must be surrendered immediately to us upon request.
- You will abide by our rules and regulations regarding the maintenance of your Account and the terms and conditions governing the issuance and use of any Card(s) as set out in the Account Agreement (as amended from time to time).
- We may cancel your Card because of Account abuse, such as overdrafts, nonsufficient funds, returned check deposits, forged checks, Card dispute abuse, or high Card replacement volume.
- We may cancel your Card(s) or our electronic fund transfer services at any time, without prior notice, except as provided by applicable law.

### Types of Available Funds Transfers and Services

#### **WaFd Bank Debit or ATM Card**

If you request and qualify, we will issue you a WaFd Bank Debit or ATM Card and you will select a personal identification number (your "PIN"). The Card must be linked to your Account with qualified personal ownership.

#### **Debit and ATM Card Security**

Keep your Card in a safe place. It is important to keep your PIN secret. Do not write your PIN on your Card or store it with your Card. Do not let someone else enter your PIN for you. If you perform transactions over the telephone using your Card, do not disclose your PIN. Do not disclose information about your Card in response to an unsolicited email or request.

#### **Using your WaFd Bank Debit or ATM Card**

You may make ATM cash withdrawals using any ATM network we participate in. However, when you use an ATM not owned by us (or within such network), the owner or operator of the ATM (or network) may assess one or more fees. These fees may be included in the total transaction amount that is withdrawn from your Account and shown on your Account statement. For instance, you may be charged a fee for a balance inquiry by the owner or operator of the ATM (or network), even if you do not complete a transaction. Further, in some instances you may be charged a fee for both a balance inquiry **and** an ATM withdrawal during the same ATM visit. Please note that some owners and operators of ATMs (and networks) do not identify these fees in the information they send to us, so they may not be reflected in our Consumer

Fee Schedule or otherwise disclosed in the Account Agreement. If at any time you have questions about any fee(s) that you have incurred at an ATM, please contact us at ask@wafd.com, call us at 800-324-9375, or visit your local branch.

You may make Point-Of-Sale (“POS”) purchases of goods and services at merchants displaying the Visa® logo. Participating merchants may also provide the option of obtaining cash back over and above the amount of the purchase. The amount of each authorized transaction is deducted from your Account.

You may make an ATM deposit of cash or checks. Deposits made at an ATM are credited to your Account according to our Funds Availability Policy. We may delay your ability to withdraw funds deposited in this manner. Please refer to Part III of this Disclosure (Funds Availability Disclosure) for additional information. Balances are subject to final collection, and we may charge back the deposit to your Account for items we are unable to collect. We do not accept ATM deposits of credit card checks, foreign checks, or checks not in U.S. Dollars. All check deposits are subject to standard payee endorsement requirements.

#### **Traveling Abroad**

You are required to notify us at least forty-eight (48) hours in advance if you are planning on using your Card outside of the United States. Please call us at 800-324-9375 or visit your local branch during normal business hours to help ensure uninterrupted service. ATM transactions and POS purchases originating outside of the United States that are converted to U.S. Dollars by the network that handles the transaction will convert the local currency amount of the transaction into U.S. Dollars. A VISA International Transaction Fee may also apply. Please refer to the Consumer Fee Schedule for a description of the VISA International Transaction Fee.

#### **Limits**

You may use your WaFd Bank Debit or ATM Card for up to twelve (12) ATM withdrawals and your WaFd Debit Card for up to twenty (20) POS purchases each day, so long as in each case you do not withdraw more than the daily dollar limit or your Available Balance, whichever is less. The standard daily dollar limit for ATM withdrawals is \$800. The standard daily dollar limit for POS purchases is \$3,000. If you request and qualify, we may increase your daily dollar limits for ATM withdrawals and POS purchases. Please note that, if your Account or Card is used in connection with a gig industry (e.g., if you also use your Account and/or Card on occasion in connection with your gig work), we may establish one or more additional limits applicable to your Account and/or the use of your Card (e.g., frequency limits, dollar limits, or otherwise).

#### **Visa Account Updater (VAU) Service Disclosure and Notice of Right to Opt Out**

From time to time, we will replace your WaFd Bank Debit Card as it expires. When we replace a Card due to expiration, the card number will remain the same, but the expiration date, and card verification value (CVV) security code will change. If you provide your WaFd Bank Debit Card information to merchants, subscription services, eCommerce merchants, or others for the purpose of making future one-time or recurring payments, the information that they have on file will not match the card account details for your new Card once it has been replaced. This may lead to disruption of your future one-time or recurring payment services, interruption of the products/services you receive from your merchant(s), and third-party/merchant assessed late fees.

In order to avoid these disruptions, VISA has implemented the VISA Account Updater (“VAU”) Service. Because your Card is a

VISA Debit Card, WaFd Bank will provide your new WaFd Bank Debit Card details to VISA’s VAU Service, so that the information you have on file with merchants who participate in the VAU Service is automatically updated whenever your Card is reissued. Cards reissued due to fraud or because of being lost or stolen are not included in the VAU Service for security reasons. VAU allows a secure and convenient way to electronically update your WaFd Bank Debit Card information with participating merchants, done in a timely and efficient manner so that you don’t have to do it. **However, you have the right to opt-out of this service. If now, or in the future, you wish to opt-out of this service,** please contact us at ask@wafd.com or call 800-324-9375. If you wish to reverse your opting-out decision in the future, you will have to notify WaFd Bank in writing of that decision.

#### **Electronic Check Conversion**

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- Pay for purchases; and/or
- Pay bills.

#### **Online and Mobile Service**

In addition to transactions initiated by using your WaFd Bank Debit or ATM Card, there are other electronic banking transactions that you may initiate through your Account via our Online and Mobile Service, including the ability to: (a) transfer funds between your Checking Accounts, Money Market Accounts, and Savings Accounts; (b) make payments from your Checking Accounts, Money Market Accounts, or Savings Accounts to your Loan Account; (c) pay bills directly from your Checking Account or Money Market Account in the amounts and on the days you request; (d) transfer funds to your accounts at other financial institutions; and (e) transfer funds to third parties.

#### **Voice Activated Banking**

In some cases, we may offer a “Voice Activated Banking Service” which allows you to use your voice or the voice of your authorized signer(s) as a password to access your Account over the telephone. Although our Voice Activated Banking Service is designed to provide an added layer of protection to safeguard against fraud, please note that we do not guarantee or warrant that our Voice Activated Banking Service will eliminate or prevent any such fraud. Please contact us at ask@wafd.com or call 800-324-9375 if you have any questions about whether you may be eligible for our Voice Activated Banking Service.

#### **Transfers on Behalf of Others**

You understand and agree that you are not permitted to initiate electronic fund transfers on behalf of any person who is not an owner of your Account.

#### **Preauthorized Transfers from Your Account**

You may use your Account or WaFd Bank Debit Card to make recurring payments by preauthorizing an electronic fund transfer from one of your Checking Accounts or Money Market Accounts to a payee you designate. If these recurring payments vary in amount, the person you are going to pay should tell you the amount and date of the next payment at least ten (10) Calendar Days before the payment due date. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set).

## Stop Payment of Preauthorized Transfers

You can request to stop a recurring payment (e.g., a preauthorized debit card or ACH transaction) from your Account by contacting us by phone or by visiting a Bank branch at least three (3) Business Days before the scheduled date of the transfer you wish to stop. If your stop payment request is received within three (3) Business Days of the transfer date, we will attempt to satisfy the request, but we will not be held liable if enough time was not provided for an eligible recurring transfer or transaction that occurs within the three (3) Business Day period. If you provided your WaFd Bank Debit Card number for the preauthorized transfer, we may either cancel the Card and issue a new one to replace it or block specified payments from your Account for the payee whose name you provide us. If you provided your Account number and the Bank routing number to authorize the payment (i.e., an ACH direct debit), we will block the payment(s) you specify from the payee whose name you provide us. You will need to provide us with your Card number, if applicable, your Account number, the exact name of the payee, and the amount of the payment. We will accept a stop payment request verbally, but if the request is submitted through email or fax, a follow-up verbal request may be needed for validation of identity. If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, you understand and agree we will only be liable for your actual loss and damage. A stop payment on recurring ACH entries will be effective permanently until withdrawn by you. A stop payment on recurring WaFd Bank Debit Card transactions will be effective for one (1) year, or until withdrawn by you. We will mail a notice to document the receipt of the stop payment request. If the stop payment information is incorrect it is your responsibility to notify us of the incorrect information. Please refer to the Consumer Fee Schedule for a description of the Stop Payment fee.

Please be aware that a stop payment will not cancel the service with the merchant, service, or person. You must contact the merchant, service, or person and arrange for a permanent cancellation.

## Preauthorized Transfers to Your Account

We provide preauthorized credit services, which are referred to as Direct Deposit of Recurring Payments. This service allows you to ask that recurring payments, which you designate, such as Social Security or payroll, be deposited directly to your Account. If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, you can call us at 800-324-9375 to find out whether or not the deposit has been made.

## Documentation of Transactions

**ATM and Point of Sale (Merchant) Transactions:** You can get a receipt at the time you make any transfer to or from your Account using an ATM or POS terminal.

**Periodic Statements:** We will send you a monthly Account statement for your Checking Account, Money Market Account, or Savings Account. If your Account is a Certificate of Deposit, we will send you an Account statement either monthly or quarterly (or, in some cases, semi-annually, or annually upon request).

**No Special Notice of Receipt of Funds:** If you are the beneficiary of an electronic fund transfer, you agree that we are not obligated to give you a separate notice that we have received the electronic fund transfer. However, if you normally receive or have electronic

access (e.g., Online Banking) to a periodic statement for the Account to which we credited the electronic fund transfer, you acknowledge and agree that the electronic fund transfer will be reflected on the periodic statement that includes the date on which we credited the electronic fund transfer to your Account. While we generally do not provide separate notices, we may do so on occasion.

### **Fees**

You may be charged for electronic fund transfer services. Please refer to the Consumer Fee Schedule for a listing of fees and charges you may incur in connection with electronic fund transfer services.

### **Confidentiality**

We will disclose information to third parties about your Account or the transfers you make:

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your Account for a third party such as a credit bureau or merchant;
- In order to comply with government agency or court orders, or
- If you give us your written permission.

## Your Liability for Unauthorized Transactions

Tell us at once if you believe your WaFd Bank Debit or ATM Card has been lost or stolen, if your personal identification number (PIN) or Online and Mobile Service password has been discovered by someone else, if you believe an electronic fund transfer has been made without your permission using information from your check, or if you believe someone has withdrawn or may withdraw money from your Account without authorization. Telephoning is the best way of keeping your possible losses down.

If your Account statement shows transactions that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) Calendar Days after the Account statement was mailed to you (or otherwise made available to you), you may not get back any money you lose after the sixty (60) Calendar Days if we can prove that it could have stopped someone from taking the money if you had told us in time. This time limit may be extended under special circumstances. You have no liability for unauthorized transactions if you have notified us within the requisite time period and had no knowledge of the transaction.

If you tell us within two (2) Business Days after you learn of the loss or theft of your WaFd Bank Debit or ATM Card, PIN, or Online Banking and Mobile password, you will lose no more than \$50 if someone uses your Card without your permission. If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your WaFd Bank Debit or ATM Card, PIN, or Online Banking and Mobile password, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.

**Visa Debit Card Zero Liability:** Visa provides protection from certain unauthorized transactions using your WaFd Bank Debit Card with the Visa logo that are processed through the Visa network, which does not include ATM transactions and most transactions using a PIN. You must demonstrate that you have used reasonable care in protecting your WaFd Bank Debit Card from risk of loss or theft and notify us immediately of loss, theft, or any unauthorized use. The Visa Zero Liability Policy requires issuers to replace funds

taken from your Account as the result of an unauthorized credit or debit transaction within five (5) Business Days of notification. Replacement funds are provided on a provisional basis and may be withheld, delayed, limited, or rescinded based on gross negligence or fraud, a delay in reporting unauthorized use, an investigation and verification of a claim, and account standing and history. Please consult the terms and conditions of your WaFd Bank Debit Card for additional information.

### Telephone Number and Address

If you believe your Card(s), PIN, or Online and Mobile Service password has been lost or stolen call 800-324-9375 or contact any of our branches immediately. TO REPORT A LOST OR STOLEN PLASTIC CARD AFTER BUSINESS HOURS, CALL 800-324-9375.

If your Account statement shows transactions you did not make, or if you believe someone has or may initiate transactions on your Account without your permission, call 800-324-9375, write to us at Client Disputes, WaFd Bank, 5777 N. Meeker Ave., Boise, ID 83713, or contact us at any of our branches immediately.

### Liability for our Failure to Make Transfers

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, we will be liable for damages directly caused by our failure. However, there are exceptions for which we will not be liable. For instance:

- If through no fault of ours, your Account does not have enough money to complete the transfer;
- If the monies in your Account are subject to legal or regulatory restrictions or other encumbrances;
- If the ATM does not have enough cash;
- If the ATM was not working properly and you knew about the breakdown when you started the transaction;  
or
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.

These are some of the exceptions. There may be other exceptions.

### In Case of Error or Questions about Your Electronic Transfers

As soon as you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt, contact your branch or call 800-324-9375. We must hear from you no later than sixty (60) Calendar Days after we send you (or otherwise make available to you) the first periodic Account statement in which the problem or error appeared. Please provide us with the following information:

- Your name and Account number;
- A description of the error or the transaction you are unsure about and why you think it is an error or why you need more information; and
- The amount of the suspected error

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. However, if we need more time, we may take up to forty-

five (45) Calendar Days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within ten (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 into writing and we do not receive your written statement within ten (10) Business Days, we may not provisionally credit your Account while we complete our investigation.

For errors involving new Accounts (i.e., Accounts opened within thirty (30) Calendar Days before the date of the suspected error), POS transactions, or foreign-initiated transactions, we may take up to ninety (90) Calendar Days to investigate your complaint or question. For new Accounts, we may also take up to twenty (20) Business Days to credit your Account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation and will debit any provisional credit from your Account. You may ask for copies of the documents that we used in our investigation.



# Part V: Substitute Check Policy Disclosure (Check 21)

## Substitute Checks and Your Rights

### **What is a Substitute Check?**

To make check processing faster, federal law permits banks to replace original checks with “**substitute checks.**” These substitute checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This Part V describes the rights you have when you receive substitute checks from us. The rights in this Part V do not apply to original checks or to electronic debits to your Account. However, you have rights under other law with respect to those transactions.

### **What are My Rights Regarding Substitute Checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account (for example, if you think that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and any fees that were charged as a result of the withdrawal (for example, bounced check fees).

### **How Do I Make a Claim for a Refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact us at: Deposit Operations, WaFd Bank 5777 N. Meeker Ave., Boise, ID 83713

You must contact us within forty (40) Calendar Days after the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is nonsufficient to confirm that you suffered a loss; and
- A copy of the substitute check, or the following information to help us identify the substitute check: (a) Account number; (b) check number; (c) the name of the person to whom you wrote the check; (d) the amount of the check; and (e) the date the check was paid or posted to your Account.

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your Account is an interest-bearing Account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account earns interest) within ten (10) Business Days after we receive your claim and the remainder of your refund (plus interest if your Account earns interest) not later than forty-five (45) Calendar Days after we receive your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your Account.

# Part VI: Privacy Notice and Personal Information

We will treat personal information about you and your Account in accordance with the Privacy Notice found below.  
Last revised May 1, 2025

## FACTS

### WHAT DOES WAFD BANK DO WITH YOUR PERSONAL INFORMATION?

#### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

#### What?

The types of information we collect and share depend on the product or service you have with us. This information can include:

- Social security number and income
- Accounts balances and transaction history; and
- Credit history and payment history

#### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons WaFd Bank chooses to share, and whether you can limit the sharing.

Reasons we can share your personal information.	Does WaFd Bank share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your Account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> — To offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — Information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> — Information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For non-affiliates to market to you</b>	No	We don't share

#### To limit our sharing

Call our Customer Care Center at **1-800-324-9375**.

**Please note:** If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

#### Questions?

Call **1-800-324-9375** or visit our website at [www.wafdbank.com](http://www.wafdbank.com).

## Who we are

<b>Who is providing this notice?</b>	WaFd Bank and its affiliated insurance company, WaFd Insurance Group, Inc., and its affiliated bank holding company, WaFd, Inc.
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## What we do

<b>How does WaFd Bank protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We authorize our employees to obtain your information only when they need it to do their work and we require companies that work for us to protect your information.
<b>How does WaFd Bank collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Open an account or deposit money</li> <li>• Pay your bills or apply for a loan</li> <li>• Use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes — information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State law and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to you alone unless you tell us otherwise.

## Definitions

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include financial companies such as WAFD Insurance Group, Inc., and WaFd, Inc. and nonfinancial companies such as Pike Street Labs.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>WaFd Bank does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>WaFd Bank does not jointly market.</i></li> </ul>

## Other important information

For additional information about our privacy practices please visit our privacy center at [www.wafdbank.com/privacy-center](http://www.wafdbank.com/privacy-center).

**For Nevada residents only:** We are providing you this notice pursuant to Nevada law. If you prefer not to receive marketing calls from us, you may be placed on our internal Do Not Call List by calling 800-324-9375, or by writing to us at WaFd Bank, Client Care Center, 9929 Evergreen Way, Everett, WA 98204. For more information, contact us at the address above, or email [info@wafd.com](mailto:info@wafd.com) with "Nevada Annual Notice" in the subject line. You may also contact the Nevada Attorney General's office: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; telephone number: 1-702-486-3132; email [BCPINFORM@ag.state.nv.us](mailto:BCPINFORM@ag.state.nv.us).

**For California residents only:** We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account. Please review our California Consumer Privacy Act Notice at [www.wafdbank.com/privacy-center#ccpa-notice](http://www.wafdbank.com/privacy-center#ccpa-notice).



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