

Terms and Conditions For use of

First Savings Bank Northwest's Online Banking Internet Site

Welcome to First Savings Bank Northwest's web site ("Site"). We provide our Site subject to the following Terms and Conditions (the "Agreement"). Please read this Agreement carefully and retain it for your records. **YOUR ONLINE CONSENT TO THESE TERMS OR ANY USE OF THE SITE WILL CONSTITUTE YOUR AGREEMENT TO ALL TERMS, INCLUDING BUT NOT LIMITED TO OUR ONLINE PRIVACY STATEMENT.** If you do not agree, please do not use the Site.

IF YOU HAVE A DEPOSIT ACCOUNT OR LOAN WITH FIRST SAVINGS BANK NORTHWEST, your use of the Site is ALSO governed by First Savings Bank Northwest's Deposit and/or Loan Contract, to which you agreed when you opened your account. If there is an inconsistency between this Agreement and the Deposit and/or Loan Contract, the Contract shall control.

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1. Administrator's Rights and Responsibilities (Business Accounts Only) Designated HomeBanker Administrator (as identified on the "Authorization Resolution" or "Business Authorization Form") has the ability to perform the following functions:

- Establish/setup/remove HomeBanker user accounts on behalf of the business entity account owner
- Establish/setup/change security and access rights for each user
- Setup/remove accounts to be viewed by all users
- Perform all HomeBanker transactions and view all transaction account history for all accounts setup in HomeBanker
- Reset user(s) password

First Savings Bank Northwest shall not be held liable for any damages (both monetary and non-monetary) as a result of the designated HomeBanker Administrator and user(s) actions, inactions or misuse/abuse of the HomeBanker online banking system Business entity account owner shall take full responsibility (inclusive of monetary and non-monetary damages) for all Administrator and user(s) transactions conducted via the HomeBanker system; furthermore, continued use of the HomeBanker system by the Administrator and user(s) shall constitute the business entity account owner's express agreement to the preceding statement. (The term "user" as used in section (1) is defined as any individual the designated HomeBanker Administrator has assigned access and security rights to for purposes of utilizing the HomeBanker online banking system to access business and related accounts as determined by the HomeBanker Administrator.)



The designated HomeBanker Administrator will have the option to link their personal account(s) to the business account(s). If this option is utilized, First Savings Bank Northwest will be held harmless as described above for any actions, inactions or misuse/abuse by the Administrator and any sub-user(s) that have been granted rights and access to the HomeBanker online banking system.

2. Online Banking Services

You may use HomeBanker to access any of the following features with your First Savings Bank Northwest account(s):

- Transfer funds between accounts held at FSBNW
- Transfer funds to or from an FSBNW account and external account (personal accounts only)
- Open deposit accounts online(Personal accounts only)
- Make payments to third parties
- Make loan payments
- Check the balance on your accounts
- Get information about deposits to your account(s)
- Get information about withdrawals from your account(s)
- Get information about loan account(s) with us

***Transaction Limitations in Accordance with Regulation D:** Transfers from a **savings account** to another account or to third parties by preauthorized, automatic, telephone, or **computer** transfer are limited to six per statement cycle with no transfers by check, draft, debit card, or similar order to third parties. Additionally, transfers from a **money market account** to another account or to third parties by preauthorized, automatic, telephone or **computer** transfer are limited to six per statement cycle with no more than three by check or similar order to third parties.

3. Your Password and Authorization to First Savings Bank Northwest

You will be given or will have chosen an initial password to access the Site. If you were given an initial password, the first time you access the Site you will be required to select a new password. You agree to protect your online password. It should not be stored on your computer and should not be the same as your ATM personal identification number. You will be better protected if you change your password frequently and do not use the same password on any other internet site. **DO NOT REVEAL YOUR PASSWORD EXCEPT TO AUTHORIZED PERSONS BECAUSE USE OF IT MAY BE ATTRIBUTED TO AND OBLIGATE YOU**, subject to applicable law.

You agree that we or our agents may act on all instructions received through use of your password. You also agree not to allow anyone to gain access to your password unless they have been duly authorized by you to do so. **YOU AGREE TO ASSUME ALL LIABILITY FOR ALL TRANSACTIONS USING YOUR PASSWORD**, subject to any limits imposed by applicable law, particularly the Electronic Fund Transfer Act for consumer transactions.

4. Preventing Unauthorized Transactions

It is extremely important that you take an active role in the prevention of any wrongful use of your password. Notify us at once if you believe anyone has improperly obtained your password and FIRST SAVINGS BANK NORTHWEST strongly suggests you change the password immediately. Also notify us if someone has, or may, transfer money from your Account without authority or order any unauthorized transaction or if you suspect any fraudulent activity.

5. Privacy Statement

For information about how we treat information that you send through this Site, please see our Online Privacy Statement (which is incorporated by reference into this Agreement).

6. NO WARRANTIES

Neither we nor any of our affiliates provide any representations or warranties regarding the site or any site to which it links, including but not limited to any information or services provided in or through our site or the other sites (all sites, information and services are collectively referenced as the "services"). **All services are provided "as-is" and as available**, and we make no representations or warranties about them and disclaim all express and implied warranties and duties of every kind, including without limitation warranties or duties (if any) as to accuracy, timeliness, completeness, suitability, availability, security, lack of viruses or negligence, merchantability, fitness for any particular purpose, workmanlike effort, **infringement, or of quiet enjoyment**.

7. DAMAGES AND REMEDIES ARE LIMITED AND EXCLUSIVE; NO INCIDENTAL OR CONSEQUENTIAL DAMAGES.

To the full extent allowed by applicable law, you agree that neither we nor any of our affiliates will be liable to you and/or any third party for any consequential or incidental damages (including but not limited to lost profits, lost opportunity, loss of privacy or confidential information, interruption of business, investment or any coverage or protection, or for failure to meet any duty including but not limited to any duty of good faith, lack of negligence or of reasonable care) or any other indirect, special, or punitive damages whatsoever that arise out of or are related to the services or your use of this site, even if we have been advised of the possibility of such damages and even in the event of fault, tort (including negligence), or strict liability.

LIMITATION ON DAMAGES AND EXCLUSIVE REMEDY

You agree that your recovery for any damages that you incur shall be limited to the direct damages you actually incur in reasonable reliance on the service or the site up to a limit of the following, at our election: (1) a refund of the amount you paid for the service in the month in which the damage from that service is first incurred, less any reasonable allowance for complying services, or (2) correction or replacement of the service. Any failure or unconscionability of any remedy does not affect the enforceability of the limitation on and exclusions of consequential, incidental, and other damages, and you expressly agree that those limitations and exclusions are independent of the performance of any or all agreed remedies. All limitations will apply to all legal and equitable theories.

8. License Grant and Use Restrictions; Your Indemnification

Our Site is intended to provide visitors and customers of First Savings Bank Northwest (“you”) easy access to information about First Savings Bank Northwest or its affiliates (“First Savings Bank Northwest” “we” or “us”) and financial products offered by us. As a regulated institution, we do not provide products or services except as allowed by law. Accordingly, you may be ineligible for some products or services, and we reserve the right to refrain from providing them.

Subject to all provisions in this Agreement, we grant you a nonexclusive, revocable license to copy or print an unaltered copy of information on the Site to document your contracts and activities with us, but not for any other purpose, including commercial purposes. Information on the site is copyrighted or protected by intellectual property laws, so you may not copy, modify, publicly distribute or display, perform, publish, license, create derivative works from, transfer, or sell any Site information (except to the extent such constitutes fair use under the federal Copyright Act).

You agree not to alter any Site information and not to use (or allow others to use) the Site or any information obtained from it for any wrongful, unauthorized, or unlawful purpose and agree to defend, indemnify, and hold us and our agents and affiliates harmless from and against any loss, damage or expense (including attorney’s fees) incurred because of any such use.

9. Copyrights and Trademarks

All contents of this Site are Copyright © 2009, First Savings Bank Northwest and/or its suppliers, USA. All rights not explicitly granted herein are reserved. Other product and company names mentioned herein may be the trademarks of their respective owners.

10. Electronic Communications Agreement

To the full extent allowed by applicable law, and subject to your choices made in disclosures provided by us from time to time, you agree that we may provide products, services, notices, and amendments to you electronically (“e-communications”) that relate to services or products that you initiate or obtain electronically. If we offer the service or product in another medium such as by telephone, mail, or in person at one of our banking centers, you may utilize one of those alternatives. You are not required to initiate or conduct any transaction electronically except for transactions we only offer electronically or transactions that we have started conducting or agreed to conduct electronically.

Your Notices to Us. We reserve the right to communicate with you other than by e-communications, and, except as otherwise provided by law, you agree to use those other means to communicate with us. When applicable law requires us to accept notice electronically from you, you agree to send your email notice only to the following address:

online@fsbnw.com.

With respect to our e-communications to you, you agree as follows:



Authorization; Email. We may provide e-communications to you or any other person involved in a transaction (such as a co-applicant), and you agree that an e-communication to any of you will count as notice to all. You agree (a) to receive e-communications in the form we make them available, (b) that we may send e-communications to the email address you provide us, (c) that you will periodically check that e-mailbox for communications, and (d) that e-communications shall be deemed received by you within three (3) days of the date that we send them, regardless of whether you check your email within that time frame.

E-Notices. Sometimes we may inform you that certain information will be posted or otherwise made available in a particular place (such as at a place on our Site) and tell you how to access it. If so, you agree to timely check that place to obtain the information. If required by law, we will also send you an email alerting you to when the information has been posted.

E-Records. You agree to print or make an electronic copy of any e-communication to which you are entitled by law or regulation, that you desire to keep for your records, or that we ask you to keep.

Relationship to Other Requirements. If there is a conflict between this Agreement and a more specific provision in another contract between us, the more specific provision will control. In all instances, if you have a deposit account with us, the Deposit Contract governing that account will control over this Agreement.

Changes. We are required to make certain disclosures to you in writing under federal consumer protection laws, and you can agree to receive some or all of those disclosures electronically pursuant to electronic communications disclosures that we may make from time to time (edisclosure). We agree to provide reasonable notice of changes in edisclosures to the extent required by applicable law; you agree that 15 days will be reasonable notice and that we may provide shorter notice if, in our good faith discretion, such is advisable to prevent harm or to protect us or you.

11. Site Information

We endeavor to provide accurate and timely information on our Site. However, we cannot guarantee the accuracy of the information. Delays, errors, and omissions may exist, and any reliance upon the information provided on the Site is at your own risk. Information on our Site is not an offer, and we reserve the right to change, correct, or alter it at any time and without notice.

12. Links to Other Sites; Tools

Our Site contains links to sites operated by third parties. You also may use tools made by third parties on our Site, such as calculators. We assume no responsibility for the proper functioning or adequacy of any tools or for the contents or any other aspect of the linked sites. Those sites may also have their own terms and conditions. We have contracted with FPS Gold to provide deposit and loan data processing services for us and some of your activities may actually be conducted at the FPS site. If so, as between us (you and First Savings Bank Northwest), your use of those services is subject to this Agreement.

Our Site is best viewed using the most current Microsoft Internet Explorer or Netscape Navigator web browsers. If you choose to use another browser to access our Site, we assume no responsibility for the resulting layout or content. As Microsoft and Netscape release updated browsers, this site will evolve with their advancing technology.

13. Viruses

It is possible to contract a computer virus or similar "disease" by using the internet or materials downloaded from it. You should obtain, use, and update computer virus-checking software routinely, even when you are using information that is not obtained from the internet. We cannot guarantee that the Site (or the FPS Gold site) and any software or other information downloaded from them will be virus or problem free, and we disclaim any liability (if any exists) for viruses and similar problems.

14. Availability of Services; Business Days

You may access our Site 24 hours a day everyday except during Site maintenance, modification, or account update periods, when unexpected problems arise such as problems with internet connections, capacity, or the like, and when we, in our sole discretion, make all or part of it unavailable. Also, some services are only available on Bank Business Days. For the purposes of this Agreement, Bank Business Days are Monday through Thursday 9 a.m. To 5 p.m., and 9 a.m. To 6 p.m. On Friday Pacific Time, excluding holidays and other days that the Bank is closed. Accordingly, even though you can request at any time that we perform a service, we cannot necessarily process it immediately, and sometimes we will wait until the appropriate Bank Business Day to act upon some of your requests. All requests that, for any reason, are not completed on that Bank Business Day will be completed on the next Bank Business Day, unless some other date has been designated by a prior arrangement with you.

15. Changes, Availability, and Cancellation

Except as otherwise provided in this Agreement, we reserve the right to amend this Agreement from time to time. A revision date will appear on the Terms of Use page and may appear on the main navigation frame to indicate the most recent date of change. You agree to check for changes when you visit the Site. If you do not wish to be bound by any of the amendments, you must not use the Site.

Unless prohibited by a separate agreement with you, we reserve the right to cancel all or part of the Site and your license, make access unavailable, and alter all information and the types of services with or without reason or notice.

16. Submissions

You agree that we will own all information (other than personally identifiable private information) that you submit to us or our agents online and that we shall be free to use it at any time for any purpose and in any medium. This will also apply to ideas, concepts, know-how, techniques, and intellectual property (including rights of publicity) in items that you send us, except as restricted by our Online Privacy Statement.

17. Severability

If any court or tribunal of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

18. Waiver

The waiver by a party to this Agreement of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by the other party.

19. Jurisdiction and Venue

This Agreement is governed by the laws of the State of Washington, USA. You consent to the exclusive jurisdiction and venue of the courts in King County, WA, in all disputes arising out of or relating to the services or your use of this Site. You agree that a printed or electronic copy of this Agreement (as amended from time to time) will be admissible in any judicial or administrative proceedings to the same extent as paper records. Any provision of this Agreement that is declared invalid shall be deemed severable and not affect the validity or enforceability of the remainder.

20. Contact Information If you have questions or problems with the services, please contact online@fsbnw.com.



HomeBanker for Business Authorization Form

New Request

Modified Request

Authorized Business Member must complete the following information:

Administrator

Email Address

Logon Name (must be more than 6 characters and less than 12)

Company Name

Account Number(s)

I, _____ (business member name), the
_____ (title) of the above named business, do hereby
authorize First Savings Bank Northwest to set up a HomeBanker profile and designate
_____ as the administrator. We have read and agreed
to the *Terms and Conditions for Use of First Savings Bank Northwest's Online Banking Internet
Site*, including those provisions specifically related to the administrator role.

Designated Administrator Name

Signature

Date

Business Member Name

Signature

Date

Business Member Name (*attest when necessary*)

Signature (*attest when necessary*)

Date

Company Number:	
Employee Initials:	
Date:	
Verified By:	
Date:	