

**EAST WEST BANK**

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## E-SIGNATURE AND ELECTRONIC COMMUNICATION CONSENT

### GENERAL

In this form, “Bank”, “we”, “us”, and “our” mean East West Bank. The words “you” and “your” mean each account holder, product owner and/or service user identified on an account, product or service.

To electronically enroll for and use East West Bank’s online services through East West Bank’s (“East West Bank”) Online Banking Service, Mobile Banking Services and any other services or functions made available to you (collectively, “Online Banking Service(s)”) via the Internet, you must consent to: (1) having your checking/deposit account(s) debited and, if applicable, credited, electronically to pay for transfers you initiate through the Online Banking Service and any other applicable fees and charges; (2) using an electronic signature that evidences your identity; (3) East West Bank obtaining personally identifiable information from you and sharing it with its third-party service providers to authenticate your identity and provide verification and validation services in connection with your enrollment for and use of the Online Banking Service and as allowed by law; (4) electronically confirming that you meet our minimum system requirements; and (5) receiving all required disclosures, notices and statements, including any changes in terms, in electronic form (either posted to our website or in an e-mail to you, at East West Bank’s option).

If you have requested East West Bank to complete your Online Banking Service(s) request and/or enrollment and indicate your acceptance of this Agreement on your behalf, you confirm that you are able to access, read and retain a copy of the East West Bank Online Banking Agreement, Deposit Agreement, Fee Schedule, account Terms and Conditions, Privacy Notice and any other electronically delivered disclosures or Agreements, prior to using the service and providing your consent to receiving all required disclosures in an electronic form. If you are unable to do anyone of these functions, you agree to discontinue use of the service and immediately contact the Bank for assistance. Your authorization to apply for an account and use the Bank’s Online Banking Services is contingent upon your ability to access, read and retain our electronic disclosures, notices and statements.

### CATEGORIES OF COMMUNICATIONS

You understand and agree that we may electronically provide to you certain documents for your enrollment in and use of the Online Banking Services for your electronic signature as well as disclosures, notices and statements regarding the creation, debiting or crediting of your checking/deposit account(s), your use of the Online Banking Service, your relationship with us, and/or other programs, products or Online Banking Services that are or may in the future be made available to you (“Communications”). Such Communications may include, but are not limited to:

- This E-Signature and Electronic Communication Consent (“Consent Form”).
- All legal and regulatory disclosures and communications associated with your Account(s), including East West Bank’s Deposit Agreement, which contains the rules, terms and conditions that govern your deposit account.
- Records of funds transfers and other transfers, including transaction confirmations.
- Customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Online Service.

- Any notice or disclosure regarding the imposition of a fee for the Online Banking Service or any notice or disclosure regarding the imposition of any fee related to your Account(s), such as an account maintenance fee or other activity or service fees.
- Any notice or disclosure regarding a change in the terms, conditions or rules applicable to your Account(s) or the Online Banking Service.
- Tax forms related to your Account(s).
- Privacy policies or notices.
- Monthly or periodic transaction and/or billing statements for your Account(s).
- Any other statements that we are legally required to provide to you including without limitation transfer receipts.

Although we reserve the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so, except as otherwise set forth in this Consent Form.

## **OPT IN**

In order to stop receiving periodic paper statements, notices and/or tax forms, and instead receive electronic statements, notifications (as available) and/or tax forms (excluding certain loans), you must consent to receive those documents in an electronic format. Upon executing this Consent Form by clicking the applicable button(s) or checkbox(es), you agree to receive, when available, electronic statement(s), notices (as available) and/or tax forms (excluding certain loans) instead of your periodic paper statements, notices, and/or tax forms for any checking, savings, money market, certificate of deposit (CD), credit card(s) or loan account(s) held with us.

For joint account holders on personal accounts, any consent or withdrawal of consent to receive electronic statement(s), notifications (as available) and/or tax forms (excluding certain loans), by any account holder will be effective for all account holders. For all business accounts, any consent or withdrawal of consent to receive electronic statement(s), notifications (as available) and/or tax forms (excluding certain loans), by an authorized user(s) will be effective for all authorized users.

You will receive a communication at the e-mail address you provided to us informing you that your electronic Statement (eStatement) is ready to review following your first full statement cycle. You will need to access our Online Banking Service to view your electronic statement(s). If you do not receive a notification via e-mail that your statement is ready to review, you can contact our Customer Service Center to validate your e-mail address within our Online Banking Service.

It is your responsibility to review each electronic statement, notification and/or tax form(s) we provide to you through our Online Banking Service in timely manner.

## **WITHDRAWAL OF ELECTRONIC ONLY CONSENT**

You may withdraw your consent not to receive paper statements and/or tax forms at any time by accessing our Online Banking Service and selecting the appropriate option related to your statement and/or tax form preference. You can also select preferences related to certain electronic notifications, although use of our Online Banking Service requires that you agree to receive certain notifications electronically.

Furthermore, if you terminate your Online Banking Service, you will be considered to have withdrawn your consent to receive electronic statements, notifications (initiated by our Online Banking Service) and tax forms. If you withdraw your consent to receive your statements and/or tax forms in an electronic format only, we will begin sending you paper periodic statements and/or paper tax forms to the mailing address we have on file for your Account(s). Any withdrawal of your electronic only statement and/or tax form consent will be effective after we have a reasonable period of time to process your withdrawal request.

## DELIVERY OF ELECTRONIC COMMUNICATIONS

Communications may be provided by one or more of the following methods: posted on our website, including our mobile websites or, to the extent permitted by law, a website that we may designate in advance for any such Communications; through our mobile apps; via the e-mail address you provide to us; by Text messages or push notifications to your mobile device; or by secure messages via eastwestbank.com. If we post a Communication only at the website, we will inform you of its availability at the website via an e-mail, text message and/or push notification sent directly to you. In such instances, we will leave such Communication posted at the website for at least 90 days from the date it first becomes available or from the date the notice was sent alerting you of the Communication, whichever is later.

## HARDWARE AND SOFTWARE REQUIREMENTS

To electronically enroll for and use the Online Banking Service(s), including to access and retain Communications, you will need an Internet Service Provider, the ability to receive e-mail communications, and a browser that supports 128-bit encryption. The Service is compatible with Chrome version 64+, Mozilla Firefox version 78+, Apple Safari version 12+, Edge version 80+, Opera version 58+; and additionally iOS version 11.0+ and Android version OS 6.0+. For best performance, we recommend using the newest certified release of the browser.

In order to keep copies of information provided as a result of your use of the Online Banking Service, you will need to have access to Adobe(R) Acrobat(R) Reader(R) 6.1 or higher; a printer or have the ability to download information with sufficient electronic storage capacity on your computer's hard drive or other data storage unit.

## MANNER OF CONSENT, HOW TO WITHDRAW ELECTRONIC COMMUNICATION CONSENT

You acknowledge, represent and warrant that by agreeing to this Consent Form through this website, you reasonably demonstrate that you can access Communications that we electronically provide to you. By clicking on the "I Agree" button or a similar button(s) or checkbox(es) on the website, you are stating that you are currently accessing this website with a computer system, ISP connection, browser and printer (or other data storage device) that allows you to transmit, receive and retain the Communications.

You may withdraw your agreement to this Consent Form by providing written notice of your withdrawal of consent to us at **Attn: Online Banking 9300 Flair Dr. 4th floor. El Monte, CA 91731**, and identifying yourself by last name, first name, address, and account number. Such withdrawal will become effective after we have had a reasonable amount of time to act upon it. If you choose not to agree to this Consent Form or withdraw your consent, then you may not use our Online Banking Services. Your consent shall remain in force until withdrawn in the manner provided in this paragraph.

## OBTAINING PAPER COPIES

You may obtain a paper copy of any legally required Communications for up to 24 months after you execute them or they have been provided or made available to you electronically. You may request such a paper copy by writing to us at **Attn: Online Banking 9300 Flair Dr. 4th floor. El Monte, CA 91731**. Be sure to specify your name and the address to which it should be mailed. We do not currently impose a fee if you request a paper copy, although we retain the right to charge fees at a later date for such a copy if we provide you with a notice of such a change-in-terms, either through an e-mail to you or by making such a change-in-terms available at our website.

## **UPDATING YOUR INFORMATION NEEDED TO CONTACT YOU ELECTRONICALLY**

In the event that your e-mail address, mobile number or other information that we need to contact you electronically is changed, you must notify us of such changes immediately by calling us at **1.888.895.5650** or **1.833.468.8356**.

If you fail to update or change an incorrect e-mail address and/or mobile number, you understand and agree that any Communications shall nevertheless be deemed to have been provided to you if they were e-mailed or sent to the e-mail address or mobile number we have for you in our records or made available to you in electronic form at our website.

## **COMMUNICATING IN WRITING; RETAIN COPY OF YOUR RECORDS**

All Communications in electronic format provided to you by us will be considered written communications. You should print, download and/or retain a copy of this Consent Form, and any other Communications that you execute or we provide or make available to you electronically, for your permanent records.

By clicking on the I AGREE button or a similar button(s) or checkbox(es), you agree that (i) your system meets the minimum requirements set forth above and that you have the ability to access our website, read and print any Communications that we electronically provide or make available to you at this website or via e-mail; (ii) you are affirmatively agreeing to this Consent Form; (iii) you consent to receiving Communications from us in electronic form, including current and future disclosures, notices and communications regarding this application or any resulting account in an electronic format; (iv) you consent to the checking/deposit accounts you identify in the East West Bank Online Service enrollment process being debited and, to pay for the transfers you initiate through the Online Service and any other applicable fees and charges; (v) your consent shall also constitute consent by any authorized signers on the accounts you identify in the East West Bank Online Service enrollment process; and (vi) your consent reasonably demonstrates that you can access information in an electronic form, you have the ability to use an electronic signature, and any electronic signature that you provide on legally required documents is valid and binding.

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