



# EAST WEST BANK

## BusinessExpress Online Banking Agreement

This Agreement also requires use of arbitration on an individual basis to resolve disputes. Please review the arbitration provision carefully.

### **General**

This BusinessExpress Online Banking and Mobile Services Agreement ("Business Online Banking Agreement", "Agreement") for accessing your accounts and loans via East West Bank's BusinessExpress Online Banking Service ("Business Online Banking Service(s)") explains the terms and conditions governing your use of the online banking services offered through the East West Bank and Velo by East West Bank BusinessExpress Online Banking Applications (as may be updated from time to time, the "Website") and BusinessExpress Mobile Banking Applications (as may be updated from time to time, the "Software"), including without limitation Bill Payment Services, Bank-to-Bank External Transfer Services, Internal Transfer Services, Zelle® Services, Wire Transfer Services, and Account Aggregation Services, as applicable (collectively, "Business Online Banking Service(s)"). The Bank may, from time to time, introduce new Business Online Banking Services and, as applicable, we will update our BusinessExpress Online Banking and/or BusinessExpress Mobile Banking Applications to include them. Products and services described in this Agreement and/or otherwise offered via our Website, as well as associated fees, charges, interest rates, balance requirements and other product or service specific features, may differ based on your geographic location, mobile carrier country or other factors, and will be made available solely at the Bank's discretion. Products and services may change at our discretion from time to time. Therefore, not all products and services may be made available to you. This Business Online Banking Agreement will be governed by and interpreted in accordance with all applicable federal laws and regulations and to the extent that such applicable federal law or regulation has not preempted them, in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. As used in this Business Online Banking Agreement, the words "you" and "your" refer to the individual accepting this Agreement and, if applicable, the business entity(ies) they are acting on behalf of. The terms "East West Bank", "Velo by East West Bank," "Velo", "we," "us," "our," and "Bank" refer to East West Bank for its online banking services.

### **License**

You are granted a non-exclusive, non-sublicensable, non-transferable, personal, limited license to install and use the Software only on a mobile or other device that you own or control, solely for your personal use and only as expressly permitted herein. This limited right to use the Software is revocable at our discretion.

### **Acceptance of Agreement**

An authorized signer (as identified on the account Signature Card) has the highest level of authorization and is authorized to enter into agreements or enroll for any Services. A designated View Only or Limited Service Access user (who may or may not have authorized signer capacity on a specific account), has limited access to account(s) information and/or designated BusinessExpress Online Banking account related services. View Only or Limited Service Access users that does not have authorized signer authority, will be treated as an agent acting in an authorized capacity.

By using any of the services offered through the BusinessExpress Online Banking Website or Software you agree to abide by the terms and conditions of this Business Online Banking Agreement at that time. A copy of the Business Online Banking Agreement is available to you on our website.

When you elect to sign up for the Business Online Banking Service electronically and click on "I Accept", you agree to accept the terms and conditions of this Business Online Banking Agreement on behalf of the business entity for which you are an authorized signer or agent acting in an authorized capacity including any future amendments to the Business Online Banking Agreement or changes in the Terms. Additionally, you agree to ensure that no other person uses the Business Online Banking Services with your login credentials.

If you do not agree to all of the terms in the Business Online Banking Agreement, you must cancel your sign up by exiting our website. If you do not accept the terms of the Business Online Banking Agreement then you will not be permitted to use the Business Online Banking Services.

We may change this Business Online Banking Agreement at any time. By using the Business Online Banking Service after the effective date of a change, you agree to the change(s).

### **Hours of Availability, Banking Days and Cutoff Times**

You can generally access your accounts through our Business Online Banking Services seven days a week, 24 hours a day. However, at certain times, some or all of Business Online Banking Services may not be available due to system maintenance or service availability cutoff times. During these times, you may use the telephone voice response unit, or a Bank ATM or branch to conduct your transactions.

Generally, our business days are Monday through Friday, except for federal banking holidays, although some services may have different business days and/or cutoff times specific to that service.

If a cutoff time, day (including business day) and/or other time are otherwise provided in this Agreement, the cutoff time, day (including business day) and/or time will apply to the Business Online Banking Service(s) for which they are provided.

### **Other Agreements**

Accessing your accounts through the BusinessExpress Online Banking Website or Software, or using any of the Business Online Banking Services, will also be affected by the agreements between us and you for your East West Bank deposit accounts, credit cards, and loans, including the Business Online Banking Agreement. When you access accounts online, or initiate transactions and/or requests using the BusinessExpress Online Banking Website or Software, this does not change the agreements you already have with us that govern such accounts, transactions, or requests generally. For example, when you use the BusinessExpress Online Banking Website or the Software to access your deposit or loan account(s), you do so under the terms and conditions 81188we gave you in the Deposit Agreement and any other terms and condition disclosure(s) or agreements for the specific account or service. You should review those agreements for any applicable fees, for limitations on the number of transfers you can make, and for other restrictions, which might impact your use of an account through the BusinessExpress Online Banking Website or Software. The terms and conditions of any other such agreements govern the terms and conditions of this Business Online Banking Agreement except that in the event of a conflict, the terms and conditions of this Business Online Banking Agreement shall govern. In the event of a conflict between the terms and conditions of this Business Online Banking Agreement and the terms and conditions of a particular Business Online Banking Service, the terms and conditions of the Business Online Banking Agreement shall govern.

## **Service and Security Features**

The Bank's Business Online Banking Service allows you to access your accounts from various devices, such as a personal computer, mobile phone or tablet. Prior to accessing your accounts for the first time, you must enroll in our Business Online Banking Services online and define your User Name/ID and Password.

To protect your accounts from unauthorized access, when you login to the Business Online Banking Service for the first time, you will be prompted to provide your email address, which will generate a one-time passcode to the mobile phone number the Bank has on record for you, allowing the Bank to authenticate your identity. You agree to be responsible for providing the Bank with your valid, current mobile phone number, email address and mailing address, and for notifying us immediately in the event of a change to your mobile phone number, email address and/or mailing address.

The Business Online Banking Service enrollment process and/or Service and Security Features may change from time to time upon notice to you.

## **Business Online Banking Account Registration Restrictions**

There are certain types of accounts and account ownerships that are not allowed to have online access. By enrolling in our Business Online Banking Service, you understand and agree that it will be at the discretion of the Bank to determine which of your affiliated business accounts will be accessible in our Business Online Banking Service, AND YOU FURTHER REPRESENT AND WARRANT TO THE BANK THAT YOU HAVE THE LEGAL RIGHTS, POWER AND AUTHORITY TO ACCESS ACCOUNT INFORMATION AND INITIATE ANY REQUESTED TRANSACTION ACTIVITY. For purposes of this Agreement, the term, "business account" or "business accounts" shall mean account(s) held by a business entity (excluding, as example, sole proprietorship accounts held in a non-business product type) for which you are authorized to enter into this Agreement and to use the Business Online Banking Service for the business entity.

## **Business Online Banking Service Entitlements**

### **A. Entitlement Service Description**

At the Bank's sole discretion we may, from time to time, make available to you the option to authorize a designated individual to have Online Banking Service View Only Access and/or Limited Service Access for a specific business account(s) they would otherwise not have access to; and/or to designate specific approval requirements and limits for certain Transfer activity initiated from a specified business account. Collectively, these designations are referred to as Business Online Banking Service Entitlements ("Entitlements"). Business Online Banking Service Entitlements apply only to business deposit accounts that are accessible through our BusinessExpress and/or Consumer Online Banking Services ("Online Banking Services").

#### **1. Entitlement Service Categories**

Generally, our Entitlement Service categories are as follows:

##### **a. View Only Access**

- View Only Access entitlement provides an individual, who is not otherwise enabled with online banking access to a specific business account, with the ability to view account related information, including transaction history, through our Online Banking Services, as applicable.

## **b. Limited Service Access**

- Limited Service Access entitlement provides an individual, who is not otherwise enabled to access certain online banking service features for a specific business account (such as Remote Deposit Capture), the ability to initiate the designated transaction activity for the specified account using our Online Banking Services, as applicable.

## **c. Transfer Approval Limits/Transfer Approval Authority**

- Transfer Approval Limits entitlement provides the option to designate specific business account approval limits (dollar range and number of approvers required) for a specified online banking service transfer type initiated through our Online Banking Services, as applicable.
  - Transfer requests initiated through our Online Banking Service that are subject to Transfer Approval Limits will NOT be processed until the required number of authorized approvers have provided their approval using the Online Banking Service pending transfer approval feature.
  - If any authorized approver “rejects” a pending transfer request, the transfer request will be canceled.
  - If the required number of authorized approvers do NOT provide approval within a reasonable time period after the initiation of the transfer request (generally 72 hours), the pending transfer request will be subject to cancellation by the Bank.
- Transfer Approval Authority entitlement provides the option to designate the authorized individual(s) that will have the authority to approve, as applicable, a specific transfer type(s) from a specific business account.
  - Transfer Approval Authority may only be granted to individuals that currently have the ability to initiate the specific transfer type from the designated business account(s) using our Online Banking Services.
  - Transfer Approval Authority for a specific business account and transfer type will be applied based on the approving individual’s Transfer Approval Authority entitlement status at the time the transfer was initiated. Therefore an individual may be able to approve a transfer after their Approval Authority has been removed, if the removal process has not been completed and the transfer was initiated when they still had Transfer Approval Authority entitlements. The Bank will have a reasonable time (no longer than 30 days) to act upon your removal or change request.

## **2. Entitlement Service Availability and Qualification**

Business Online Banking Service Entitlements are made available on a case-by-case basis at the sole discretion of the Bank, and are subject to Bank agreement and approval. Availability of Entitlements for a specific business account does not guarantee that the Bank will make the option available for all business accounts or customers.

## **3. Monitoring Entitlements and Activity**

By authorizing a Business Online Banking Service Entitlement(s) you agree that it is your responsibility, as well as the responsibility of all authorized account signers and controlling individuals, to monitor each Entitlement that has been authorized for a business account(s) and, as applicable, the activity of the individuals that have been granted access and/or authority pursuant to an Entitlement authorization.

#### **a. Your Responsibility for Monitoring Entitlements**

You agree that you (including all authorized account signers/controlling individuals) are responsible for ensuring that the entitlements that have been granted to a designated individual and/or a specific business account are accurate and up to date.

When authorizing Transfer Approval Limits and Approval Authority entitlements, you are responsible for ensuring that the approval dollar range limits and number of approvers are accurate, and that a sufficient number of approvers has been authorized for each business account and transfer type requiring approval.

- Failure to designate the correct approval dollar range limit(s) and/or number of approvers can result in a transfer being processed without the desired number of approvers and/or delayed due to an insufficient number of individuals with the authority to approve the transfer in a timely manner.

Depending on the Business Online Banking Service Entitlement granted, individuals with designated entitlement access may or may not be an authorized account signer, therefore it is essential that you maintain a current and accurate list of those individuals that entitlements have been authorized for. When making changes to the authorized signers for a business account with Transfer Approval Limits entitlements, it is your sole responsibility to ensure that you maintain a sufficient number of authorized approvers to support your Online Banking Service transfer approval requirements.

- To add, change or remove an Entitlement you must contact East West Bank customer service.

#### **b. Your Responsibility for Monitoring Account Activity**

As required by the terms of this Agreement, the East West Bank Deposit Agreement and other agreements that may govern your business account, you agree and understand that you (including all authorized account signers/controlling individuals) are solely responsible for monitoring your business account activity and the actions of your authorized signers or agents acting in an authorized capacity.

- If you suspect that there is an error or issue with your account or transaction activity, please notify us immediately.
  - See the **Notice of Claim of Unauthorized Transactions in your Business Account and Unauthorized Transactions in Your Consumer Accounts** Sections of this Agreement for details.

### **4. Entitlement Authorization and Agreement**

Generally, the Bank will require authorization from an authorized business account signer and/or a controlling individual for the entity that is associated with the business account (as defined on the records of the Bank) when an Entitlement is requested for an account.

- It is at the Bank's sole discretion to determine who will be required to authorize the Entitlement and the specific method that will be used to obtain Entitlement authorization, which may include, but is not limited to verbal, electronic and/or written authorization, and may require the completion of a Bank specific authorization request form. You agree that the documentation and evidence of Entitlement authorizations that apply to your business account(s) will be based solely on the records of the Bank.

By requesting a Business Online Banking Service Entitlement for your business account you certify, understand and agree that:

- a. Any authorized signer or agent acting in an authorized capacity on any of the business accounts enabled for the Entitlement(s) requested will be authorized to access account information (including balance and transaction details) and, as applicable, make and/or approve transfers and other authorized transactions to/from the specified business account(s) using our Online Banking Services, even if our account agreement(s) does not contemplate the authorized individual conducting such activity.
- b. All transfer activity and access to the specified business account(s) will be governed by the terms of the East West Bank Deposit Agreement and, as applicable, any qualification requirements, agreements, terms and conditions specific to the electronic banking services used to access the account(s), including this Agreement.
- c. Entitlements are for convenience purposes only. As applicable, we will use reasonable efforts to process your Online Banking Service transactions and other service requests in accordance with any currently active Business Online Banking Service Entitlements (as defined on the records of the Bank) for a specific business account or individual, however we will have no liability to you if your entitlement instruction is inaccurate or out-of-date, and any liability we do have will be limited based on the terms of this Agreement, the East West Bank Deposit Agreement and other agreements that may govern your business account.
  - o See the **Our Liability to Customers** Section of this Agreement for details.
- d. You have the right and authority, under the resolutions and documents of each of the specified accounts, to authorize the Entitlement(s) requested and to designate, as applicable, Online Banking Service access and/or Transfer Approval Authority for the specified individual(s) on behalf of the specific business account(s).
- e. Online Banking Service transfer requests that are subject to Transfer Approval Limits may be delayed or cancelled if the required number of authorized approvers do not provide timely approval using our Online Banking Service pending transfer approval feature and/or if any one of the authorized approvers rejects the transfer.
- f. An authorized approver may be able to approve a pending transfer request after they have been removed as an authorized account signer if the pending transfer request was initiated while their Transfer Approval Authority entitlement status was still active.
- g. You indemnify, defend and hold East West Bank harmless from any claims, damages, liabilities or costs (including attorney fees) arising from or related to access to an account or Online Banking Services features, a transfer approval and/or the movement of funds to and from a specified business account(s) as authorized by a Business Online Banking Entitlements Authorization. You acknowledge and agree that this authorization shall not affect the right of East West Bank to exercise its right of set off and banker's lien or other rights with respect to any funds in any account.
- h. To cancel or change a Business Online Banking Service Entitlement you must contact East West Bank customer service. The Bank will have a reasonable time (no longer than 30 days) to act upon your cancellation or change request.

East West Bank may, at our discretion, suspend or terminate specific business Entitlements for a business account and/or individual for any reason, and may change or cancel our Business Online Banking Entitlement Service at any time, without prior notice.

## **Transfer Services**

### **A. Internal Transfer to an Account at East West Bank**

The Internal Transfer Service, is an account-to-account transfer service offered by the Bank. This Internal Transfer Service allows you to transfer funds from eligible East West Bank business accounts to other eligible account(s) held by you, the business entity or another eligible recipient at the Bank.

Generally, Internal Transfers initiated using our Business Online Banking Service can be completed between an eligible business account and an eligible account that is held by you in an individual or joint ownership capacity, or between business accounts that have been specifically designated for internal transfers. The Bank may, from time-to-time and at its sole discretion, make additional ownership types available for the Internal Transfer feature, such as certain sole proprietorship, trust or fiduciary ownership types, and the availability of such either on an exception basis or as part of an enhanced service offering does not change your responsibilities under this Agreement.

- For transfers between eligible business deposit accounts, you must be an authorized signer or agent acting in an authorized capacity on both the sending and receiving business deposit accounts, and both the Transfer From and Transfer To accounts must be specifically designated in the Bank's records as enabled for sending and/or receiving Business Online Banking Service Internal Transfers between the accounts. Transfers may be a Same-Day One-Time Internal Transfer, or a One-Time or Recurring Scheduled Internal Transfer, depending on service eligibility.
- For transfers between your own eligible deposit accounts and eligible business accounts, you must be an individual or joint owner, or an authorized signer or agent acting in an authorized capacity, on both the eligible Transfer From and Transfer To accounts. Transfers may be a Same-Day One-Time Internal Transfer, or a One-Time or Recurring Scheduled Internal Transfer, depending on service eligibility, and may be limited based on the Business Online Banking Service platform.
- For transfers (payments) to your eligible Home Equity Line of Credit (HELOC) account(s), you must be an individual or joint owner on the Home Equity Line of Credit (HELOC) and an authorized signer or agent acting in an authorized capacity, on the Transfer From account. Transfers may be Same-Day One-Time Internal Transfers only.

Once an eligible account has been enabled for our Internal Transfer services, you will generally be able to initiate or schedule an Internal Transfer through our Business Online Banking Services seven days a week, 24 hours a day. However, at certain times, some or all of Internal Transfer Service may not be available due to the Bank's processing schedule, cut-off times, system maintenance or account eligibility.

#### **1. Eligible Transfer From Account Types**

- Eligible East West Bank checking, savings, and money market accounts held by a business entity for which you are an authorized signer or agent acting in an authorized capacity, if access is available through our Business Online Banking Services.
  - Account must meet our ownership and processing criteria at the time the Internal Transfer is requested.

- Deposit accounts that have been specifically designated in the Bank’s records as enabled for sending and/or receiving Business Online Banking Service Internal Transfers between the accounts, including accounts that have been authorized pursuant to an Account Access and Transfer Commingling Authorization.
  - See Section **A. 5. Account Access and Transfer Commingling Authorization** of the **Transfer Services** Section of this Agreement for additional details.

## **2. Eligible Transfer To Account Types**

- Eligible East West Bank checking, savings, money market and Home Equity Line of Credit (HELOC) accounts held by you or a business entity for which you are an authorized signer or agent acting in an authorized capacity, if access is available through our Business Online Banking Services.

## **3. Ineligible Transaction Account Types**

- East West Bank accounts that do not meet eligibility requirements as defined by this Agreement or otherwise by the Bank
- Individual Retirement Accounts (IRAs)
- 401 K Accounts
- Your accounts that are not held in an individual, joint, or certain sole proprietorship, trust or fiduciary ownership capacity (without restrictions);
- Business Accounts that are not specifically designated in the Bank’s records as enabled for sending and/or receiving Business Online Banking Service Internal Transfers between the accounts and/or that do not meet the eligibility criteria for transfers between your own account and the business account, or accounts that are not otherwise allowed for under a Bank approved exception or as part of an enhanced service offering.
- Certain business account and ownership types, at the Bank’s discretion.
- Certificate of Deposit (CD) accounts or other time-based accounts
- Credit Card accounts
- Loan accounts (excluding HELOC)

Regardless, if we make an account available for service selection, you agree that you are solely responsible for ensuring you have all necessary legal rights, power and authority to initiate the requested transaction on the Eligible account(s), and agree to be liable for any and all third party actions, claims, liability, loss and damages (including, but not limited to, reasonable attorneys’ fees), caused by or arising from your actions.

You may have other accounts that are not eligible for this Internal Transfer Service due to Bank policies, procedures and/or restrictions specific to your East West Bank account. Eligibility is determined solely by the records of the Bank, and may change from time-to-time. We are under no obligation to honor an Internal Transfer request, even if we have honored the same request in the past. If in doubt, you should contact us to verify if your account(s) is eligible for the Internal Transfer Service.



#### **4. Transfers from Money Market and Savings Accounts**

You are limited to six preauthorized or electronic funds transfers and telephone transfers, checks and point-of-sale transactions per statement cycle. Each transfer or payment made through the Business Online Banking Service, from a money market or savings account is counted as one of the six limited transfers you're permitted each statement cycle. We charge a fee for each transaction in excess of this limit (please refer to the applicable Bank **Fee Schedule**, based on your product type, for fee information).

#### **5. Account Access and Transfer Commingling Authorization**

From time-to-time, Business Online Banking Service users may be presented with the option to submit an Account Access and Transfer Commingling Authorization request to enable the ability to transfer funds and share information between specified deposit accounts.

By submitting an Account Access and Transfer Commingling Authorization to the Bank through our Business Online Banking Service:

- a. You understand and agree that any authorized signer or agent acting in an authorized capacity on any of the deposit accounts enabled for the service will be authorized to access account information (including balance and transaction details) and make transfers among the accounts using our applicable electronic banking services (i.e., Mobile and Online Banking services, Telephone Transfer services), even if our account agreement calls for more than one person to act in conducting transactions on the accounts.

You further understand that your transfer activity and access to the specified accounts will be governed by the terms of the East West Bank Deposit Agreement and, as applicable, any qualification requirements, agreements, terms and conditions specific to the electronic banking services used to access the accounts, including this Agreement.

- b. You confirm that you have the right and authority, under the resolutions and documents of each of the specified accounts, to access account information and make transfers among the accounts.
- c. You accept any financial liability resulting from the commingling and/or movement of funds to and from the specified accounts. This liability includes, but is not limited to, controlling and allocating the funds to the correct recipient account, business subsidiary or affiliate, and any related tax or other financial liability.
- d. You agree to indemnify, defend and hold East West Bank harmless from any claims, damages, liabilities or costs (including attorney fees) arising from or related to the access, commingling and/or movement of funds to and from the specified accounts and other services authorized by the Account Access and Transfer Commingling Authorization. You acknowledge and agree that this authorization shall not affect the right of East West Bank to exercise its right of set off and banker's lien or other rights with respect to any funds in any account.
- e. To cancel an Account Access and Transfer Commingling Authorization you must contact East West Bank customer service. The Bank will have a reasonable time (no longer than 30 days) to act upon your cancellation request.

East West Bank may, at our discretion, cancel or suspend an Account Access and Transfer Commingling Authorization for one or more accounts, at any time, without prior notice.

**6. Account Verification**

**a. Transfers Between Your Accounts**

- For Internal Transfers between your accounts, we will confirm that you meet the ownership criteria on both the Transfer From and Transfer To accounts at the time the Internal Transfer is initiated or scheduled, and that the account meets our processing criteria.
  - For Scheduled Internal Transfers, processing criteria checks will occur before each scheduled transfer and may prevent a previously scheduled transfer from being processed.

**b. Transfer to Someone Else’s Account**

- For Internal Transfers between your East West Bank account and another recipient’s account at East West Bank, we will rely on a combination of the Account Name, Account Number, mobile number and/or email address you provide. You are solely responsible for ensuring that the information you provide is accurate and belongs to your designated recipient. We will also confirm that the account meets our ownership and processing criteria at the time the Internal Transfer is initiated or scheduled.

**7. Internal Transfer Amount Limits**

**a. Internal Transfer between Your Own Account(s)**

Service Type	Limit
Internal Transfer to Your Own Account	Up to the <b>Available to Send</b> amount in your Eligible Transfer From Account <sup>1,2</sup>

**b. Internal Transfer to Someone Else’s Account**

Service Type	Daily Limit	Rolling 30 Day Limit
Internal Transfer to Someone Else’s Account	<b>\$10,000</b> <sup>3</sup>	<b>\$20,000</b> <sup>4</sup>

<sup>1</sup> The **Available to Send** amount in the Transfer From account will be determined by the Bank at the time we process your transfer instruction.

<sup>2</sup> For transfers to (payments) a HELOC account, the maximum transfer amount cannot exceed the Current Balance on the HELOC as reflected in your Business Online Banking Service. For transfers from (credit line advances) a HELOC account, the minimum transfer amount is \$100 and the maximum transfer amount cannot exceed the Available Credit amount on the HELOC as reflected in your Business Online Banking Service.

<sup>3</sup> **Daily Limit** – the maximum dollar amount you can transfer from your Eligible Transfer From Account each day, as defined below under “Internal Transfer Service Processing Day”, and subject to the Rolling 30 Day Limit

<sup>4</sup> **Rolling 30 Day Limit** – the maximum dollar amount you can transfer from your Eligible Transfer From Account each rolling 30 days (current day + previous 29 days)

**c. Additional Information Regarding Limits**

- Services and Limits are offered at the discretion of the Bank and may be changed or eliminated any time without prior notice to you. Hence, the Limits or Transfer Service options made available to you may be different than listed this Agreement.

- Internal Transfer Limits may be reduced by prior transfer activity initiated during the limit period, and/or the availability of funds in the Account that is funding the transfer.
- The amount that is available to send from your deposit account may be less than the available balance in your account if you have pending Business Online Banking Service initiated transfers that have not yet been deducted from your account.
- You may view your current Transfer Limits by clicking the **Transfer limits and cutoff times apply** link in the Business Online Banking Service.
  - See Section **A. 9. a. Authorization and Processing** of the **Transfer Services** Section of this Agreement for additional details.

## 8. Internal Transfer Service Processing Day

### a. Same-Day One-Time Internal Transfer

Processing Day	Account Debited	Account Credited
<b>12:00 AM – 11:59 PM</b> CENTRAL Standard Time	The <b>SAME Day</b> you initiate the request	The <b>SAME Day</b> you initiate the request <sup>1</sup>

<sup>1</sup> **Final Settlement** – Although funds will be transferred and reflected in the **To Account** balance the same day the transfer was requested, final settlement will not occur until the next Bank Business Day as defined in the **Hours of Availability, Banking Days and Cutoff Times** Section of this Agreement.

### b. Scheduled Internal Transfer

Processing Day <sup>1,2</sup>	Account Debited	Account Credited
Scheduled Transfer date is a <b>Business Day</b>	<b>End of Day Processing</b> on Scheduled Transfer date <sup>1</sup>	<b>End of Day Processing</b> on Scheduled Transfer date <sup>1</sup>
Scheduled Transfer date is a <b>Non-Business Day</b>	<b>End of Day Processing</b> on the <b>next</b> Business Day <sup>1</sup>	<b>End of Day Processing</b> on the <b>next</b> Business Day <sup>1</sup>

<sup>1</sup> **Scheduled Internal Transfer Date** – If the scheduled transfer date occurs on a Business Day, your account will be debited and the transfer will be processed that same day during the Bank’s scheduled nightly processing; otherwise the transfer will be processed during nightly processing on the next Business Day.

See the **Hours of Availability, Banking Days and Cutoff Times** Section of this Agreement for the definition of a Business Day.

<sup>2</sup> **Scheduled Internal Transfer Cut-Off Time** – Scheduled Internal Transfer instructions received after **9:00 PM** PT on a Business Day may not be processed until the Next Business Day.

## 9. Internal Transfer Service Additional Terms

### a. Authorization and Processing

- When we receive an Internal Transfer Instruction from you, you authorize us to debit your Eligible Transfer From Account and credit those funds to the Eligible Transfer To Account you designate in your instruction. The Eligible Transfer To Account must be owned by you, or by another recipient you designate.

- **Same-Day One-Time Internal Transfer**
  - The Same-Day One-Time Internal Transfer feature allows you initiate a One-Time same-day transfer between your Eligible Transfer From deposit and HELOC accounts; or from your eligible Transfer From deposit account to another recipient's Eligible Transfer To deposit account at the Bank.
  - Funds will be transferred immediately.
  
- **Scheduled Internal Transfer**
  - The Scheduled Internal Transfer feature allows you to schedule a One-Time or Recurring transfer between your eligible deposit accounts at the Bank. A Scheduled Internal Transfer instruction may be Future Dated for up to one-year and, if it is a Recurring instruction, it will continue until the scheduled transfer instruction end-date is reached, or you cancel the Scheduled Internal Transfer.
    - See Section **A. 9. b. Transfer Cancellation** of the **Transfer Services** Section of this Agreement for additional details.
  - Funds will be transferred on each scheduled transfer date, as follows:
    - If the scheduled transfer date occurs on a Business Day, your account will be debited and the transfer will be processed during the Bank's nightly processing schedule for that Business Day.
    - If the scheduled transfer occurs on a Non-Business Day, your account will be debited and the transfer will be processed during the Bank's nightly processing schedule for the Next Business Day.
  
- We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
  - If, through no fault of ours, the Eligible Transfer From Account does not contain sufficient funds to complete the transfer;
  - The Transfer From and/or Transfer To Account(s) does not meet the ownership criteria, is closed, or contains restrictive codes and/or an account condition, such as a collection, legal process, or bankruptcy, and in addition for your HELOC, foreclosure or any other events of default as outlined in your loan agreement that prevent us from fulfilling the Internal Transfer request;
  - The account terms and conditions and/or other agreements associated with the account prohibit the requested transfer;
  - The Internal Transfer Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
  - You have not provided us with the correct information, including but not limited to the correct Eligible To Account information; and/or,
  - Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

- It is your responsibility to ensure the accuracy of any information that you enter into the Internal Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.
- The Bank is not responsible for notifying you if we are unable to process your Internal Transfer, although we may do so at our discretion. It is your responsibility to monitor your Internal Transfer activity, including Scheduled Transfers.

**b. Transfer Cancellation**

- **Same-Day One-Time Internal Transfer**
  - You may not cancel a Same-Day One-Time transfer once it is initiated.
- **Scheduled Internal Transfer**
  - A Scheduled Internal Transfer may be cancelled within the Business Online Banking Service up until 9:00 PM PT on the Business Day of the next scheduled transfer date.
    - If the next scheduled transfer is a Non-Business Day, the transfer must be cancelled by 9:00 PM PT the Business Day prior to the next scheduled transfer date.

**c. Refused Transfers**

We reserve the right to refuse any transfer request, for any reason and at our discretion.

**d. HELOC Payments**

When you transfer funds to an eligible HELOC account from your eligible deposit account, the funds will be applied as a payment to reduce the outstanding amount due on the loan, with the payment amount being applied in accordance with the terms and conditions of your loan agreement.

**e. Definitions**

- "Account" means a checking, money market, savings or Home Equity Line of Credit (HELOC) account that is either an Eligible Transfer To or Transfer From account, as applicable.
- "Eligible Transfer From Account" is as defined in Section **A. 1. Eligible Transfer From Account Type** of the **Transfer Services** Section of this Agreement.
- "Eligible Transfer To Account" is as defined in Section **A. 2. Eligible Transfer To Account Type** of the **Transfer Services** Section of this Agreement.
- "Future Dated" means a Scheduled Internal Transfer instruction that is not scheduled to begin processing on the current Business Day.
- "One-Time" means a single, non-recurring transfer, which may be a Same-Day One-Time Internal Transfer processed on the request date; or a one-time Scheduled Internal Transfer that will be processed on the current Business Day or on a Future Date.
- "Recurring" means a Scheduled Internal Transfer instruction that will automatically send a recurring payment, for the same amount, to the same Eligible Transfer To Account on a defined frequency until the instruction ends or is cancelled.

- “Same-Day” for a Same-Day One-Time Internal Transfer means the day the transfer request was made, based on our processing day cut-off time. For a Scheduled Internal Transfer, a same-day transfer can only be scheduled if the request date is a Business Day and the transfer request is made before the request cut-off time.

#### **10. Your Liability for Unauthorized Transfers**

See the [Notice of Claim of Unauthorized Transactions in your Business Account](#) and [Unauthorized Transactions in Your Consumer Accounts](#) Sections of this Agreement for details.

#### **11. Errors, Questions, and Complaints**

See the [Notice of Claim of Unauthorized Transactions in your Business Account](#) and [In Case of Errors or Questions about Your Electronic Transactions for Consumers](#) Sections of this Agreement for details.

### **B. External Transfer To/From an Account at Another Bank**

The External Transfer Service allows you to transfer funds to or from an eligible East West Bank business account(s) held by a business entity for which you are an authorized signer or agent acting in an authorized capacity and other eligible account(s) held by the business entity at another financial institution or brokerage company in the United States, subject to service availability. Transfers to or from your accounts can only be completed between accounts that are owned by the same account holder or entity. Transfers from your eligible East West Bank account to an account at another bank can be one-time, scheduled, or recurring, subject to availability. Transfers to your eligible East West Bank account from your account at another financial institution can be initiated as a one-time transfer request, subject to verification and availability.

In order to use the External Transfer Service, you have to be a Business Online Banking Service customer of East West Bank and each person must have a unique email address.

By using the External Transfer Service to link to your account at another financial institution, you represent and warrant that you have full transactional authority (i.e. the ability to initiate credits, debits, and withdrawals) on the designated External Account and that the External Account has no restrictions limiting such authority (i.e. a fiduciary account where you are the trustee or agent without the legal authority to authorize such activity, a court order blocking the account, an account that is subject to a garnishment order, etc.)

We are offering you the External Transfer Service through one or more Service Providers that we have engaged to render some or all of the External Transfer Service to you on our behalf. However, notwithstanding that we have engaged such Service Providers to render some or all of the External Transfer Service to you, we remain obligated to you for any payments or transfers conducted using the External Transfer Service and we are responsible to you and any third party to the extent any liability attaches in connection with the External Transfer Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. You agree to indemnify and hold us and our Service Providers harmless (including the payment of reasonable attorney’s fees) from any and all liability to third parties related to the stated authority of your External Account or any actions taken by us pursuant to your External Transfer instructions. Service Provider and certain other capitalized terms are defined in a "Definitions" Section.

## **1. Eligible Transaction Account Types**

- Eligible East West Bank checking, savings, and money market accounts held by a business entity for which you are an authorized signer or agent acting in an authorized capacity, if access is available through our Business Online Banking Services.
- Checking, savings, money market checking, and money market savings accounts held at a financial institution or credit union in the United States that are able to accept ACH transfers.
- Investment and brokerage accounts held at other institutions.

Your eligible East West Bank account(s) will be auto-enabled for the External Transfer Service. All of your external accounts will be required to complete our Account Verification process.

- As applicable, the accounts must meet our and the other financial institution's ownership and processing criteria at the time the External Transfer is requested.

## **2. Ineligible Transaction Account Types**

- East West Bank accounts that do not meet eligibility requirements as defined by this Agreement or otherwise by the Bank.
- Accounts that are not otherwise allowed for under a Bank approved exception or as part of an enhanced service offering.
- Certain business account ownership types, at the Bank's discretion.
- Individual Retirement Accounts (IRAs)
- 401 K Accounts
- Certain custodial and/or Trust Accounts
- Certificate of Deposit (CD) accounts or other time-based accounts
- Loan accounts (including credit card and equity accounts)

Regardless, if we make an account available for service selection, you agree that you are solely responsible for ensuring you have all necessary legal rights, power and authority to initiate the requested transaction on the Eligible account(s), and agree to be liable for any and all third party actions, claims, liability, loss and damages (including, but not limited to, reasonable attorneys' fees), caused by or arising from your actions.

You may have other accounts that are not eligible for this External Transfer Service due to Bank policies, procedures and/or restrictions specific to your East West Bank account or to your account at the other bank, credit union or other institution. Eligibility is determined by the records of the Bank, our Service Providers and the External financial institution or brokerage company. The Bank and our Service Providers are under no obligation to honor an External Transfer request, even if we have honored the same request in the past. If in doubt, you should contact us or the External financial institution or brokerage company directly to verify if your account(s) is eligible for ACH external transfers to or from another financial institution.

## **3. Transfers from Money Market and Savings Accounts**

You are limited to six preauthorized or electronic funds transfers and telephone transfers, checks and point-of-sale transactions per statement cycle. Each transfer or payment made through the Business Online Banking Service from a money market or savings account is counted as one of the six limited transfers you're permitted each statement cycle. We charge a fee for each transaction

in excess of this limit (please refer to the applicable Bank **Fee Schedule**, based on your product type, for fee information).

#### **4. External Account Verification**

We may verify the account(s) you add to the External Transfer Service. You authorize us to validate your account(s) at your other bank, credit union or other institution using one or more of the following methods, subject to availability:

##### **a. Online (Real Time)**

- If you have online access to your other financial institution, then the external accounts you are adding can be verified in real time. If the account information can be accessed online with the username and password you provide, the account is approved.

##### **b. Trial Deposit**

- The Trial Deposit method makes one or two small deposits to the external account and requests that you confirm the amounts deposited. You must confirm the amount by typing in the values of the deposits at the External Transfer verification page in our Business Online Banking Service. If the entered values match the Trial Deposit amounts, the account is approved.

Accounts held at East West Bank will not require account verification, although they must meet our ownership and processing criteria at the time the Internal Transfer is requested.

##### **c. Instant Verification**

- Instant Verification uses your online banking credentials to verify your authority to access a designated External Account at another financial institution. Use of our Instant Verification service is currently limited to consumer account use only.

In order to link an External Account for the purpose of initiating transfers to your eligible East West Bank consumer account using the Business Online Banking Service, you will be required to provide certain information, including but not limited to the financial institution name and/or routing number and the external account number. You will also be required to enter your online banking credentials (username and password) for your online banking service at the other financial institution.

- If you do not have online banking access to your External Account, or if your other financial institution does not support this service, then you will not be able to link the External Account using our Business Online Banking Service.
- By using Instant Verification, you authorize us and our Services Providers to use the information you entered to access third party sites and retrieve information, on your behalf, for the purpose of verifying your authority to access the designated External Account.
- Before using Instant Verification you should carefully review the privacy policy of the Service Provider, which will be made available to you at the time you request the service.
  - If you do not agree to the terms of this Agreement or the terms of the Service Provider's privacy policy, then you should not use this service.



## 5. External Transfer Amount Limits

### a. External Transfer To/From Your Own Account(s)

Service Type	Limit Type	Inbound Limit <sup>3</sup>	Outbound Limit
Standard Transfers	Per Transaction Limit	\$10,000	\$10,000
	Daily Maximum <sup>1</sup>	\$10,000	\$10,000
	Monthly Maximum <sup>2</sup>	\$20,000	\$20,000
Express Transfers	Per Transaction Limit	Not applicable	\$10,000
	Daily Maximum <sup>1</sup>	Not applicable	\$10,000
	Monthly Maximum <sup>2</sup>	Not applicable	\$20,000

<sup>1</sup> **Daily** - is a Business Day as defined below under "Business Days for External Transfers"

<sup>2</sup> **Monthly** - is defined as a rolling 30 days, not a calendar month

<sup>3</sup> Inbound External Transfer access is subject to availability

### b. External Transfer To Someone Else's Account

Service Type	Limit Type	Outbound Limit
Standard Transfers	Per Transaction Limit	\$10,000
	Daily Maximum <sup>1</sup>	\$10,000
	Monthly Maximum <sup>2</sup>	\$20,000
Express Transfers	Per Transaction Limit	\$10,000
	Daily Maximum <sup>1</sup>	\$10,000
	Monthly Maximum <sup>2</sup>	\$20,000

<sup>1</sup> **Daily** - is a Business Day as defined below under "Business Days for External Transfers"

<sup>2</sup> **Monthly** - is defined as a rolling 30 days, not a calendar month

### c. Additional Information Regarding Limits

Services and Limits are offered at the discretion of the Bank and may be changed or eliminated any time without prior notice to you. Hence, the limits or Transfer Service options made available to you may be different than listed above.

- External Transfer Limits may be reduced by pending transfers or transfers completed during the limit period, and/or the availability of funds in the Account that is funding the transfer.
- The amount that is available to send from your deposit account may be less than the available balance in your account if you have pending Business Online Banking Service initiated transfers that have not yet been deducted from your account.
- You may view your current Transfer Limits by clicking the **Transfer limits and cutoff times apply** link in the Business Online Banking Service.
  - See Section **B. 9. a. Description of Service, Authorization and Processing** of the **Transfer Services** Section of this Agreement for additional details.

## 6. Processing/Cutoff Times

Service Type	Cutoff Time	Debited	Credited
Standard Transfers	10:00 PM Pacific Time	The <b>FIRST Business Day</b> after you initiate request	The <b>THIRD Business Day</b> after you initiate request
Express Transfers	5:00 PM Pacific Time	The <b>FIRST Business Day</b> after you initiate request	The <b>FIRST Business Day</b> after you initiate request

## 7. Business Days for External Transfers

The business days for the External Transfer Service are Monday through Friday, except for U.S. federal banking holidays.

- Depending upon the other financial institution, it may take an additional business day for the transaction to be reflected in the account balance of the destination account.

## 8. Scheduled or Recurring External Transfers

- Subject to availability, you may use the External Transfer Services to schedule a one-time or recurring transfer for up to one-year in the future. However, these transfers are still subject to the Per Transaction/Daily/Monthly limits defined in Section **B. 5. External Transfer Amount Limits**.

A one-time future dated or recurring External Transfer scheduled to be initiated on a weekend or non-bank business day will be initiated on the next business day and is subject to the same terms and conditions as any other External Transfer initiated through the External Transfer Service.

## 9. External Transfer Service Additional Terms

### a. Description of Service, Authorization and Processing

- The term "Transfer Money Terms" means these External Transfer Service Additional Terms. The External Transfer Service (for purposes of these Transfer Money Terms, and the External Transfer to an Account at Other Bank terms as they apply to these Transfer Money Terms, the "External Transfer Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. You represent and warrant that you are either the sole owner or a joint owner, or an authorized signer or agent acting in an authorized capacity, of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner, or an authorized signer or agent on the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners or otherwise have the legal authority to operate such Accounts without additional consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other owners. Further, you represent and warrant that the External Account is located in the United States.
- When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated

by you and to debit your applicable Account as described in the **Transfer Services** Section of this Agreement; or, as applicable and if the option is made available to you, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described in the **Transfer Services** Section of this Agreement. You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.

- We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
  - If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
  - The External Transfer Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
  - The transfer is refused as described in Section **B. 9. c. Transfer Cancellation Requests and Refused Transfers** of the **Transfer Services** Section of this Agreement;
  - You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
  - Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- It is your responsibility to ensure the accuracy of any information that you enter into the External Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.
- b. Transfer Methods and Amounts.** See Section **B. 15. Payment Methods and Amounts** of the **Transfer Services** Section of this Agreement applies to the External Transfer Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.
- c. Transfer Cancellation Requests and Refused Transfers.** You may cancel a transfer at any time until it begins processing (as shown in the External Transfer Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.
- d. Stop Payment Requests.** If you desire to stop any transfer that has already been processed, you must contact us as instructed in the **Notice of Claim of Unauthorized Transactions in your Business Account** and **In Case of Errors or Questions about Your Electronic Transactions for Consumers** Sections of this Agreement. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request

will be the current charge for such service as set out in our fee schedule (please refer to the applicable Bank **Fee Schedule**, based on your product type, for fee information).

For transfers you have initiated to debit funds from a linked External Account, you will need to contact the financial institution where that account is maintained in order to place a stop payment.

- e. **Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the External Transfer Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the External Transfer Service or our BusinessExpress Online Banking Website or Software. Any applicable fees will be charged regardless of whether the External Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the External Transfer Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. For the purpose of calculating if a use-based fee will be applied, we may consider all transfer requests, including those that were unable to be completed or otherwise returned after the transfer request was submitted. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the External Transfer Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section **B. 19. Failed or Returned Payment Instructions** of the **Transfer Services** Section of this Agreement applies if you do not pay our fees and charges for the External Transfer Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient funds in the External Account; and should also be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.
- f. **Refused Transfers.** We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.
- g. **Returned Transfers.** In using the External Transfer Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

## 10. Our Relationship With You

We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the External Transfer Service. We do not have control of, or liability for, any products or services that are paid for with our External Transfer Service. We also do not guarantee the identity of any user of the External Transfer Service (including but not limited to recipients to whom you send payments).

## 11. Privacy of Others

If you receive information about another person through the External Transfer Service, you agree to keep the information confidential and only use it in connection with the External Transfer Service.

## **12. Eligibility**

The External Transfer Service is offered only to individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, the External Transfer Service is not offered to minors unless the minor is at least 18 years of age and is using an Eligible Transaction Account in the name of the minor. By using the External Transfer Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

## **13. Prohibited Payments**

See the [Prohibited Payments](#) Section of this Agreement for details

## **14. Acceptable Use**

See the [Acceptable Use](#) Section of this Agreement for details

## **15. Payment Methods and Amounts**

There are limits on the amount of money you can send or receive through our External Transfer Service. Your limits may be adjusted from time to time in our sole discretion. You may log in to our Business Online Banking Service to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the External Transfer Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit.

## **16. Your Liability for Unauthorized Transfers**

See the [Notice of Claim of Unauthorized Transactions in your Business Account](#) and [Unauthorized Transactions in Your Consumer Accounts](#) Sections of this Agreement for details.

## **17. Errors, Questions, and Complaints**

See the [Notice of Claim of Unauthorized Transactions in your Business Account](#) and [In Case of Errors or Questions about Your Electronic Transactions for Consumers](#) Sections of this Agreement for details.

## **18. Taxes**

It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

## **19. Failed or Returned Payment Instructions**

In using the External Transfer Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on our BusinessExpress Online Banking Website or Software) or your account agreement with us limit (please refer to the applicable Bank **Fee Schedule**, based on your product type, for fee information). You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

## **20. Information Authorization**

Your enrollment in the External Transfer Service may not be fulfilled if we cannot verify your identity or other necessary information. See the **Information Authorization** Section of this Agreement for details.

## **21. Service Termination, Cancellation, or Suspension**

If you wish to discontinue use of the External Transfer Service, please terminate your Business Online Banking Service as outlined in the Cancellation section. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the External Transfer Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

## **22. Errors, Questions, and Complaints**

See the **Notice of Claim of Unauthorized Transactions in your Business Account** and **In Case of Errors or Questions about Your Electronic Transactions for Consumers** Sections of this Agreement for details.

## **23. Exclusions of Warranties**

See **Exclusion of Warranties** Section of this Agreement for details.

## **24. Limitation of Liability**

See **Section D. Additional Limitations for External Transfer and Bill Payment** of the **Limitations on Liability** Section of this Agreement for details.

## **25. Definitions**

- a. "Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.

- b. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- c. "Affiliates" are companies related by common ownership or control.
- d. "Available to Send" is the amount in your deposit account that is available to transfer. This amount may be less than the available balance in your account if you have pending Business Online Banking Service initiated transfers that have not yet been deducted from your account.
- e. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- f. "Eligible Transaction Account" is a checking, money market or savings account that you hold with us from which your payments will be debited, your External Transfer Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the External Transfer Service.
- g. "External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible East West Bank Account; or (ii) from which you are transferring funds to your Eligible East West Bank Account, if that option is made available to you.
- h. "Payment Instruction" is the information provided for a payment to be made under the External Transfer Service.
- i. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL/Exchange payment network) through which funds may be transferred.
- j. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the External Transfer Service to you on our behalf.
- k. "Transfer Instruction" is a specific Payment Instruction that you provide to the External Transfer Service for a transfer of funds.

## **Zelle Terms of Service**

### **A. Zelle Service Description**

East West Bank has partnered with the Zelle Network ("Zelle") to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with Zelle (each, a "User") using aliases, such as email addresses or mobile phone number (the "Zelle Service"). We will refer to the financial institutions that have partnered with Zelle as "Network Banks".

Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Bank.

THE ZELLE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS THAT YOU TRUST. YOU SHOULD NOT USE THE ZELLE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

By enrolling in, and continuing to use, our Online Banking Service, you agree to these terms and conditions, and authorize us to make your eligible East West Bank account(s) available for enrollment in the Zelle Service through our Mobile App or Online Banking Services, subject to availability. Our Zelle Service is compatible with iOS version 13.0+ and Android version OS 8.0+, as well as the latest

browser versions of Chrome, Mozilla Firefox, Apple Safari, Edge, and Opera. If your mobile or other device does not meet these specifications, then you may not be able to access Zelle using our Online Banking Service. **You are not obligated to use Zelle. If you do not want to use Zelle, then you should not enroll in the service.**

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

### **1. Eligible Transfer From Account Types**

- Eligible East West Bank checking, savings, and money market accounts held by a business entity for which you are an authorized signer or agent acting in an authorized capacity, if access is available through our Business Online Banking Services.
  - The Bank may, from time-to-time, make additional account or ownership types available for the Zelle Service, and the availability of such additional ownership types, either on an exception basis or as part of an enhanced service offering, does not change your responsibilities under this Agreement.
- Accounts must meet our ownership and processing criteria at the time the Zelle transaction is requested.

### **2. Ineligible Transfer From Account Types**

- East West Bank accounts that do not meet eligibility requirements as defined by this Agreement or otherwise by the Bank.
- Accounts that are not otherwise allowed for under a Bank approved exception or as part of an enhanced service offering.
- Certain business account and ownership types, at the Bank's discretion.
- Individual Retirement Accounts (IRAs)
- 401 K Accounts
- Certificate of Deposit (CD) accounts or other time-based accounts
- Loan accounts
- Accounts that have processing restrictions or that have otherwise been temporarily or permanently blocked by us from using the Zelle Service.

Regardless, if we make an account available for service selection, you agree that you are solely responsible for ensuring you have all necessary legal rights, power and authority to initiate the requested transfer from the Eligible account(s), and agree to be liable for any and all third party actions, claims, liability, loss and damages (including, but not limited to, reasonable attorneys' fees), caused by or arising from your actions.

You may have other accounts that are not eligible for the Zelle Service due to Bank policies, procedures and/or restrictions specific to your East West Bank account. Eligibility is determined solely by the records of the Bank, and may change from time-to-time. We are under no obligation to honor a Zelle Service request, even if we have honored the same request in the past. If in doubt, you should contact us to verify if your account(s) is eligible for the Zelle Service.



### 3. Eligible Use

- When you enroll to use the Zelle Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Zelle Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Zelle Service to request money from anyone for any such payments.

- You are responsible for all content of communications you send through Zelle. Although neither we nor Zelle have any obligation to monitor such content, both we and Zelle have absolute discretion to remove content that we, at our sole discretion, find objectionable.

### 4. Transfers from Money Market and Savings Accounts

You are limited to six preauthorized or electronic funds transfers and telephone transfers, checks and point-of-sale transactions per statement cycle. Each transfer or payment made through the Business Online Banking Service, including Zelle payments, from a money market or savings account is counted as one of the six limited transfers you're permitted each statement cycle. We charge a fee for each transaction in excess of this limit (please refer to the applicable Bank **Fee Schedule**, based on your product type, for fee information).

### 5. Accessing the Zelle Service

Access to the Zelle Service is currently available via our BusinessExpress Online Banking and BusinessExpress Mobile Banking Services. Regardless of how you access the Zelle Service, the same terms and conditions will apply.

### 6. Zelle Processing

#### a. Service Availability

Subject to the terms of this Agreement, Zelle Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle's control.

#### b. Service Limits

Service Type	Per Transfer Limit	Daily Limit
Zelle Send Amount Limit	\$2,500 <sup>1</sup>	\$5,000 <sup>2</sup>

<sup>1</sup> **Per Transfer Limit** – The standard maximum amount you can send from your Eligible Transfer From Account(s) in a single Zelle payment.

<sup>2</sup> **Daily Limit** – The standard maximum aggregate amount you can send from your Eligible Transfer From Account(s) for Zelle payments in a single calendar day.

#### c. Additional Information Regarding Limits

- Zelle Service and Limits are offered at the discretion of the Bank and may be changed or eliminated at any time without prior notice to you. Hence, the Zelle Limits made available to you may be different than the limits listed above.

- Zelle Limits may be reduced by prior transfer activity initiated during the limit period, and/or the availability of funds in the Account that is funding the transfer.
- You may view your current Zelle Limits by clicking the **Transfer limits and cutoff times apply** link in the Business Online Banking Service.

## 7. Enrolling for the Service

To enroll in the Zelle Service you must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) or a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no temporary or “burner” numbers). You may not enroll in the Zelle Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.

Once enrolled, you may:

- Authorize a debit of your eligible business account to send money to another User either at your initiation or at the request of that User subject to the use and limits of this Agreement; and
- Receive money into your eligible business account from another User either at that User’s initiation or at your request, subject to the conditions of the Requesting Money section of the Agreement.
  - See Section **11. Requesting Money** of the **Zelle Terms of Service** Section of this Agreement for additional details.

If at any time while you are enrolled, you do not send or receive money using the Zelle Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to contact you and/or confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle Service until you enroll again.

Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle. The Z logo will be displayed to other Users to aid them in determining which of your U.S mobile numbers or email addresses should be used to send money with Zelle. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle.

## 8. Consent to Emails and Automated Text Messages

By participating as a Zelle User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enroll, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Zelle Service or related transfers between Network Banks and you. You agree that we, Zelle, or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short

message service. Please check your mobile service agreement for details or applicable fees.

- You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name.
- Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.
- To cancel text messaging from us, text STOP to **20736**. For help or information regarding text messaging, text HELP to **20736** or contact our customer service at **1.888.895.5650** or **1.833.468.8356**. You expressly consent to receipt of a text message to confirm your "STOP" request.
- Our Zelle notifications are supported by many carriers, such as AT&T, Verizon Wireless, T-Mobile, and Sprint. Check with your individual carrier to confirm availability.
- We or Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Zelle Service. By using the Zelle Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider solely to allow verification of your identity and to compare information you have provided to us or to Zelle with your wireless operator account profile information for the duration of our business relationship. See Zelle's Privacy Policy [<https://www.zellepay.com/privacy-policy>] for how it treats your data. Please review our Privacy Policy for more information.

## **9. Receiving Money; Money Transfers by Network Banks**

Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Zelle Service, you have no ability to stop the transfer. By using the Zelle Service, you agree and authorize us to initiate credit entries for such transfers to the bank account(s) you have enrolled.

Most transfers of money to you from other Users will occur within minutes, although there may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we or Zelle may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will attempt to notify you through your registered email or U.S. mobile number.

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

## **10. Sending Money; Debits by Network Banks**

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of the Zelle Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Zelle Service. If the person you sent money to has already enrolled with Zelle, either in the Zelle mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle, either in the Zelle mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will attempt to notify you through your registered email or U.S. mobile number.

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

## **11. Requesting Money**

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless us and Zelle, and each of its owners, directors, officers agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

To send or receive requests for money, both parties must be enrolled with Zelle directly through their financial institution's online or mobile banking service.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

## **12. Zelle Service Additional Terms**

### **a. Failure to Perform/Limitation of Liability**

- We and Zelle will use reasonable efforts to process your Zelle transaction request. However, neither we nor Zelle shall have liability to you for any transfers of money, including without limitation (i) any failure, through no fault of us or Zelle, to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle shall be liable for any typos or keystroke errors that you may make when using the Zelle Service.
- Additionally neither we nor Zelle shall incur liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
  - If, through no fault of ours, the Eligible Transfer From Account does not contain sufficient funds to complete the transfer;
  - The Transfer From or To Account does not meet the ownership criteria, is closed, or contains restrictive codes that prevent us from fulfilling the transfer request;
  - The Zelle Service is not working properly or is not available to us at the time of the Zelle request;
  - Circumstances beyond our control such as, but not limited to: natural disasters; equipment or system failures; labor disputes, wars or riots; governmental, legal or regulatory restrictions or prohibitions; third party actions; or interference from an outside force prevents the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
  - We are not liable for any indirect, special or consequential damages for failing to perform any Zelle transaction request.

### **b. Cancellation/Modification**

- In most cases Zelle transactions process immediately and cannot be canceled or edited after they are sent; therefore you should confirm your instructions carefully before submitting a transaction using our Zelle Service.
  - If the recipient has not yet enrolled and the transaction is still pending, you may be able to cancel the request using the Zelle Service.

### **c. Zelle Transaction Status/Notifications**

- We may, at our discretion, send email and/or SMS text notifications to your registered email or U.S. mobile number on the status of your Zelle transaction request, although we are not required to do so.

It is your responsibility to monitor your account for the status of your Zelle transactions. You may use the Online Banking Service to view your account activity or you may contact us at **1.833.468.8356** if you have questions.

**d. Sharing Information with Service Providers**

- By using the Zelle Service, you authorize us to share identifying personal information about you (such as your name, address, taxpayer number, mobile number, email address, account type, and account activity information) with our Service Providers, for the sole purpose of processing and/or verifying your Zelle transaction request.

**e. Privacy and Information Security**

- See the **Privacy; Communications** and **Information Authorization** Sections of this Agreement for additional information.

**f. Definitions**

- "Eligible Transfer From Account", is as defined in Section **A.1. Eligible Transfer From Account Type** of the **Zelle Terms of Service** Section of this Agreement.

**13. Your Liability for Unauthorized Transfers**

See, as applicable, the **Notice of Claim of Unauthorized Transactions in Your Business Account** and **Unauthorized Transactions in Your Consumer Accounts** Sections of this Agreement for details.

**14. Errors, Questions, and Complaints**

See, as applicable, the **Notice of Claim of Unauthorized Transactions in Your Business Account** and **In Case of Errors or Questions about Your Electronic Transactions for Consumers** Section of this Agreement for details.

**15. Disclaimer of Warranties**

See **Exclusion of Warranties** Section of this Agreement for details.

**16. Limitation of Liability**

See **Limitations on Liability** Section of this Agreement for details.

**17. Indemnification**

You acknowledge and agree that you are personally responsible for your conduct while using the Zelle Service and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless us and Zelle, and each of its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Zelle Service, or any violation by you of the terms of this Agreement.

## **Online Wire Transfer Service**

**A. Wire Transfer Service Description**

The Bank's Online Wire Transfer Service allows you to send a U.S. Dollar or specified Foreign Currency (FX) Wire Transfer from eligible East West Bank business account(s) held by a business entity for which

you are an authorized signer or agent acting in an authorized capacity to other account(s) held by the business entity or another recipient at a domestic (United States) or international financial institution.

Generally, Wire Transfers initiated using our Business Online Banking Service can only be initiated from eligible business accounts. The Bank may, from time-to-time and at its sole discretion, make additional account or ownership types available for the Wire Transfer feature, and the availability of such either on an exception basis or as part of an enhanced service offering does not change your responsibilities under this Agreement.

By enrolling in our Business Online Banking Service, you agree to these terms and conditions, and authorize us to automatically enable your eligible East West Bank account(s) for Domestic and International Wire Transfer Services through our browser based or mobile device based Business Online Banking Services, subject to availability. **If you do not want to be enabled for Domestic and International Wire Transfer Service, then you should not enroll in our Business Online Banking Services.**

### **1. Eligible Transfer From Account Types**

- Eligible East West Bank checking, savings, and money market accounts held by a business entity for which you are an authorized signer or agent acting in an authorized capacity, if access is available through our Business Online Banking Services.

Your eligible East West Bank account(s) will be auto-enabled for the Wire Transfer Service.

- Accounts must meet our ownership and processing criteria at the time the Wire Transfer is requested.

### **2. Ineligible Transfer From Account Types**

- East West Bank accounts that do not meet eligibility requirements as defined by this Agreement or otherwise by the Bank.
- Accounts that are not otherwise allowed for under a Bank approved exception or as part of an enhanced service offering.
- Certain business account and ownership types, at the Bank's discretion
- Individual Retirement Accounts (IRAs)
- 401 K Accounts
- Certificate of Deposit (CD) accounts or other time-based accounts
- Loan accounts
- Accounts that have processing restrictions or that have otherwise been temporarily or permanently blocked by us from using the Wire Transfer Service.

Regardless, if we make an account available for service selection, you agree that you are solely responsible for ensuring you have all necessary legal rights, power and authority to initiate the requested transaction on the Eligible account(s), and agree to be liable for any and all third party actions, claims, liability, loss and damages (including, but not limited to, reasonable attorneys' fees), caused by or arising from your actions.

You may have other accounts that are not eligible for this Wire Transfer Service due to Bank policies, procedures and/or restrictions specific to your East West Bank account. Eligibility is determined solely by the records of the Bank, and may change from time-to-time. We are under

no obligation to honor a Wire Transfer request, even if we have honored the same request in the past. If in doubt, you should contact us to verify if your account(s) is eligible for the Wire Transfer Service.

### 3. Transfers from Money Market and Savings Accounts

You are limited to six preauthorized or electronic funds transfers and telephone transfers, checks and point-of-sale transactions per statement cycle. Each transfer or payment made through the Business Online Banking Service, including Wire Transfers, from a money market or savings account is counted as one of the six limited transfers you're permitted each statement cycle. We charge a fee for each transaction in excess of this limit (please refer to the applicable Bank **Fee Schedule**, based on your product type, for fee information).

### 4. Accessing the Wire Transfer Service

Access to our Wire Transfer Service is available via our BusinessExpress Online Banking and BusinessExpress Mobile Banking Services. Regardless of how you access the Wire Transfer Service, the same terms and conditions will apply.

Although you may be able to initiate a Wire Transfer request at any time, the processing of your request will be subject to the Business Day and Cutoff Times applicable to this service. Additionally, at certain times, some or all of the Wire Transfer Service may not be available due to system maintenance or account eligibility.

### 5. Wire Transfer Processing

#### a. Cutoff Times

If we receive your request before the cutoff time we establish from time to time we will start processing your Wire Transfer as follows:

- **Domestic Wire Transfers** - the same Business Day
- **International Wire Transfers** – no later than one business day after we have successfully completed our review and verification.
  - If we receive your Wire Transfer request after the cutoff time, we will not begin the processing and/or verification process until the following Business Day.

Service Type	Cutoff Time
<b>Domestic</b> Outgoing Wire Transfer	<b>1:45 PM</b> Pacific Time
<b>International – USD delivery</b> Outgoing Wire Transfer	<b>1:45 PM</b> Pacific Time
<b>International – Foreign Currency (FX) delivery</b> Outgoing Wire Transfer	<b>11:30 AM</b> Pacific Time

#### b. Wire Transfer Amount Limits

Service Type	Daily Limit	Rolling 30 Day Limit
Outgoing Wire Transfer	<b>\$100,000</b> <sup>1</sup>	<b>\$200,000</b> <sup>2</sup>



- <sup>1</sup> **Daily Limit** – The maximum dollar amount you can transfer from your Eligible Transfer From Account each Business Day, as defined below for “Wire Transfers Business Days”, and subject to the Rolling 30 Day Limit
- <sup>2</sup> **Rolling 30 Day Limit** – The maximum dollar amount you can transfer from your Eligible Transfer From Account each rolling 30 days (current day + previous 29 days)

**c. Additional Information Regarding Limits**

- We are not obligated to accept or process Wire Transfer requests that exceed your Wire Transfer Amount Limits, which may change over time.
- Services and Limits are offered at the discretion of the Bank and may be changed or eliminated at any time without prior notice to you. Hence, the Wire Transfer Service options and Limits made available to you may be different than listed above.
- Wire Transfer Limits may be reduced by prior transfer activity initiated during the limit period, and/or the availability of funds in the Account that is funding the transfer.
- The amount that is available to send from your deposit account may be less than the available balance in your account if you have pending Business Online Banking Service initiated transfers that have not yet been deducted from your account.
- You may view your current Transfer Limits by clicking the **Transfer limits and cutoff times apply** link in the Business Online Banking Service.
  - See Section **5. b. Wire Transfer Amount Limits** of the **Online Wire Transfer Service** Section of this Agreement for additional details.

**6. Wire Transfer Business Days**

Service Type	Business Day
Outgoing Wire Transfer	Monday through Friday, except for U.S. federal banking holidays

**7. Wire Transfer Security Procedures**

These security procedures are only to help prevent unauthorized access to your account. You must be an active Business Online Banking Service user with a valid User Name/ID and Password. You should not discuss or disclose your Business Online Banking Service User Name/ID and Password, Secure Access Code, or any other information we use to confirm your identity with any person regardless of if they have access to your accounts.

You are responsible for monitoring your account and your Wire Transfer activity. If you suspect that there is an error or issue with a Wire Transfer, please notify us immediately.

- See Section **9. Errors or Questions** of the **Online Wire Transfer Service** Section of this Agreement for additional details.

**a. Recipient Wire Transfer Instructions**

- Prior to initiating your Wire Transfer, you must provide us with information on the recipient and the financial institution that holds the recipient’s account. This information will be used to initiate the Wire Transfer instruction and you are solely responsible for ensuring the accuracy of the information provided.

All recipients and their associated Wire Transfer instructions are subject to an internal review by us, and may not be approved.

After initiating a Wire Transfer to a recipient we may, for your convenience and at our discretion, allow you to retrieve your stored recipient information and Wire Transfer instructions to initiate subsequent Wire Transfers to the same recipient and financial institution that holds the recipient's account. Again, you are solely responsible for ensuring the accuracy of the information prior to requesting the Wire Transfer. Recipient information may be suspended or terminated by us, at any time and at our discretion. We are under no obligation to honor a Wire Transfer request, even if we have honored the same request in the past.

**b. Verbal Authorization/Secure Access Code**

- We may, at our discretion, require you to confirm your Wire Transfer request by providing verbal confirmation that the request was authorized by you. If we do require your verbal authorization, we will attempt to contact you at the mobile phone number we have on record for you. If we are unable to contact you or if you are otherwise unable to provide verbal authorization, we may not process your Wire Transfer request.

Alternatively or in addition to verbal confirmation, we may also require you to enter a Secure Access Code we send to your mobile phone to verify your authorization. If you are unable to receive the Secure Access Code or do not enter the correct Secure Access Code when requested, we may not process your Wire Transfer request.

**8. Wire Transfer Additional Terms**

**a. Authorization**

- When we receive a Wire Transfer request from you, you authorize us to debit the funds from your Eligible Transfer From Account and send them to your designated recipient in accordance with your instructions.

**b. Failure to Perform/Limitation of Liability**

- We will use reasonable efforts to process your Wire Transfer request. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
  - If, through no fault of ours, the Eligible Transfer From Account does not contain sufficient available funds to complete the transfer and/or your request exceeds your available Wire Transfer limits;
  - The Transfer From Account does not meet the ownership criteria, is closed, or contains restrictive codes that prevent us from fulfilling the Wire Transfer request;
  - The Wire Transfer Service is not working properly;
  - You have not provided us with the correct information, including but not limited to the correct recipient or bank routing information; and/or,
  - Circumstances beyond our control such as, but not limited to: natural disasters; equipment or system failures; labor disputes, wars or riots; governmental, legal or regulatory restrictions or prohibitions; third party actions; or interference from an outside force prevents the proper execution of the transfer and we have taken

reasonable precautions to avoid those circumstances. We are not liable for any indirect, special or consequential damages.

**c. Identifying Number**

- We or any other bank involved in processing your Wire Transfer may process your request based on the account number and/or bank identification number alone, even if the numbers do not match the recipient's or bank's name. **If you provide an incorrect account number for the recipient or an incorrect routing or identification number for the recipient's bank, you could lose the amount of the Wire Transfer.**

**d. Cancellation/Modification**

- Once you have submitted a Wire Transfer request you do not have the right to cancel or amend your instruction after we have begun processing your request.
  - You may request for us to try to return the funds to you, and if the recipient's bank agrees, your funds may be returned to you, but likely not the full amount that was originally sent. You agree to hold us harmless from all claims and damages if we attempt (successfully or otherwise) to comply with your request.

**e. International Wire Transfer Foreign Exchange Rates/Delivery Currency**

International Wire Transfers may be subject to delays, charges imposed by other banks, and changes in foreign currency exchange rates and/or currency type delivered to the beneficiary. By using our Wire Transfer Service, you agree to and accept, as applicable, any foreign exchange rate (FX Rate) provided by us at the time the Wire Transfer is requested; as well as any foreign exchange rate (FX Rate) that may be applied by the beneficiary bank.

Currently, the Wire Transfer Service supports sending International Wire Transfers in U.S. dollars and select local currencies, as made available by us. Delivery countries and local currency options are subject to change; and may be different from the delivery options available through our branch network or other Bank services. When designating a delivery currency, you should carefully consider the currency type of the beneficiary account, as sending funds in a different currency type could result in additional fees and charges by the receiving bank. Additionally, because of the laws in some countries in which beneficiary banks are located, we cannot guarantee that your beneficiary will be able to receive U.S. dollars. If your Wire Transfer is converted to the local currency, the beneficiary bank may charge a fee for this exchange, which could reduce the amount that your beneficiary receives.

If a local currency delivery option is selected, we will convert your U.S. dollar payment to the local currency at the foreign exchange rate displayed in Online Banking Service at the time you successfully submit your International Wire Transfer request.

- The foreign exchange rate (FX Rate) displayed is determined at our sole discretion, and may include a commission to us for exchanging the currency. If you do not submit the request or otherwise cancel your request after submission, the foreign exchange rate (FX Rate) will no longer be valid.

**f. Fees and Payment Route**

We may charge a fee when you use our Wire Transfer Service (please refer to the applicable Bank **Fee Schedule**, based on your product type, for fee information). Fees may also be imposed by other banks (i.e., intermediary, correspondent and/or beneficiary banks) or transfer service providers, and the amount your recipient receives may be reduced by such

fees. You are responsible for all fees and taxes, including our fees and any fees charged by other banks or funds transfer system involved in the transfer.

We may transfer funds through any intermediary bank and/or use any funds transfer system we believe reasonable to complete your request, regardless of any instructions you might give us. If we are also the recipient's bank, we may complete your request using an internal transfer.

**g. Holds on Available Funds**

- We may subtract funds from your account or place a hold on funds in your account and it may result in processing delays. Once we have released your Wire Transfer, the recipient's bank may delay credit to the recipient due to their own internal review process.

**h. Wire Transfer Status/Notifications**

- We may, at our discretion, send email and/or SMS text notifications to you on the status of your Wire Transfer request, or otherwise reach out to you verbally, although we are not required to do so. At our discretion, we may also make notification preferences available for you to define, but these are for convenience only and we will have no liability if we fail to honor your preference selection or otherwise notify you.

It is your responsibility to monitor your account for the status of your Wire Transfer. You may use the Online Banking Service to view your account activity or you may contact us at **1.833.468.8356** if you have questions.

**i. Delay or Refusal to Process a Wire Transfer Request**

We reserve the right to extend the time within which a Wire Transfer is processed, and/or to reject a Wire Transfer request, for any reason and at our discretion.

**j. Wire Transfer Rules and Laws**

This use of our Wire Transfer Service is subject to all applicable U.S. federal and state laws, regulations, rules and funds transfer arrangements, including the respective state's Uniform Commercial Code Article 4A, as may be applicable.

**k. Definitions**

- "Eligible Transfer From Account" is as defined in Section **A.1. Eligible Transfer From Account Type** of the **Online Wire Transfer Services** Section of this Agreement.

**9. Errors or Questions**

In case of error or questions about your Wire Transfer please contact us as follows:

- Call us at **1.833.468.8356**
- You may also write to us at:

**East West Bank  
Centralized Processing Department  
9300 Flair Drive, 4<sup>th</sup> Floor  
El Monte, CA 91731**

## **Bill Payment Service**

### **A. Bill Payment Service Description**

The Bill Payment Service enables you to receive, view, and pay bills from your eligible East West Bank account. Certain features of the Bill Payment Service may be available on our browser based Business Online Banking Service only, although the general features are available on both our BusinessExpress Mobile and BusinessExpress Online Banking Services.

Generally, Bill Payments initiated using our Business Online Banking Service can only be initiated from eligible East West Bank business accounts. The Bank may, from time-to-time and at its sole discretion, make additional account or ownership types available for the Bill Payment feature, and the availability of such either on an exception basis or as part of an enhanced service offering does not change your responsibilities under this Agreement.

In order to use the Bill Payment Service, you have to be a Business Online Banking Service customer of East West Bank and each person must have a unique email address, even if they are an authorized signer or agent acting in an authorized capacity.

We are offering you the Bill Payment Service through one or more Service Providers that we have engaged to render some or all of the Bill Payment Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Bill Payment Service to you, we remain obligated to you for any payments or transfers conducted using the Bill Payment Service and we are responsible to you and any third party to the extent any liability attaches in connection with the Bill Payment Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

Service Provider and certain other capitalized terms are defined in a "Definitions" Section.

#### **1. Eligible Transaction Account Types**

- Eligible East West Bank checking, savings, and money market accounts held by a business entity for which you are an authorized signer or agent acting in an authorized capacity, if access is available through Business Online Banking Services.

Your eligible East West Bank account(s) will be auto-enabled for the Bill Payment Service when you choose to access the feature in the Business Online Banking Service. All of your external accounts will be required to complete our Account Verification process.

- Account must meet our ownership and processing criteria at the time the Bill Payment is requested.

#### **2. Ineligible Transaction Account Types**

- East West Bank accounts that do not meet eligibility requirements as defined by this Agreement or otherwise by the Bank.
- Accounts that are not otherwise allowed for under a Bank approved exception or as part of an enhanced service offering.
- Certain business accounts and ownership types, at the Bank's discretion
- Individual Retirement Accounts (IRAs)
- 401 K Accounts

- Certain custodial and/or Trust Accounts
- Certificate of Deposit (CD) accounts or other time-based accounts
- Loan accounts (including credit card and equity accounts)

Regardless, if we make an account available for service selection, you agree that you are solely responsible for ensuring you have all necessary legal rights, power and authority to initiate the requested transaction on the Eligible account(s), and agree to be liable for any and all third party actions, claims, liability, loss and damages (including, but not limited to, reasonable attorneys' fees), caused by or arising from your actions.

You may have other accounts that are not eligible for this Bill Payment Service due to Bank policies, procedures and/or restrictions specific to your East West Bank account or your activity related to the Bill Payment Service. Eligibility is determined by the records of the Bank and our Service Providers. The Bank and our Service Providers are under no obligation to honor a Bill Payment request, even if we have honored the same request in the past. If in doubt, you should contact us.

### 3. Transfers from Money Market and Savings Accounts

You are limited to six preauthorized or electronic funds transfers and telephone transfers, checks and point-of-sale transactions per statement cycle. Each transfer or payment made through the Business Online Banking Service from a money market or savings account is counted as one of the six limited transfers you're permitted each statement cycle. We charge a fee for each transaction in excess of this limit (please refer to the applicable Bank **Fee Schedule**, based on your product type, for fee information).

### 4. Bill Payment Limits

#### a. Single Payment Limit

Service Type	Single Payment Limit
Bill Payment Service	\$99,999.99 <sup>1</sup>

<sup>1</sup> **Single Payment Limit** – The maximum dollar amount for any schedule single Bill Payment from your Eligible Transaction Account.

#### b. Additional Information Regarding Limits

- Services and Limits are offered at the discretion of the Bank and may be changed or eliminated any time without prior notice to you. Hence, the limits or Bill Payment Service options made available to you may be different than listed above.
- Bill Payment Limits may be reduced by the availability of funds in the Account that is funding the transfer and/or unavailable due to the termination or suspension of your Bill Payment Service.
- The amount that is available to send from your deposit account may be less than the available balance in your account if you have pending Business Online Banking Service initiated transfers that have not yet been deducted from your account.
- You may view your current Bill Payment Limits by clicking the **Transfer limits and cutoff times apply** link in the Business Online Banking Service.

- See Section **A. 8. b. Payment Authorization and Payment Remittance** and Section **20. Service Termination, Cancellation, or Suspension** of the **Bill Payment Service** Section of this Agreement for additional details.

## 5. Processing Cut-Off Time

We will start processing your Bill Payment request the same Business Day if we receive your request before the cutoff of time we establish.

- If we receive your Bill Payment request after the cutoff time, it will be processed on the following Business Day.

Service Type	Cutoff Time
Bill Payment Service	7:00 PM Pacific Time

## 6. Payment Scheduling

The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the BusinessExpress Online Banking Website or Software through which the Bill Payment Service is offered when you are scheduling the payment. Therefore, the Bill Payment Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller.

When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Although we will attempt to deliver the payment by the Scheduled Payment Date, we cannot guarantee delivery.

Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

## 7. Business Days for Bill Payments

The business days for the Bill Payment Service are Monday through Friday, except for U.S. federal banking holidays.

- Depending upon the scheduled payment date and the payment method selected, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

## 8. Bill Payment Service Additional Terms

### a. Description of Service

- The term "Bill Payment Terms" means these Bill Payment Additional Terms. The Bill Payment service (for purposes of these Bill Payment Terms, and the general Bill Payment terms, the "Bill Payment Service") enables you to receive, view and pay bills from our BusinessExpress Online Banking Website or Software.

## **b. Payment Authorization and Payment Remittance**

- By providing the Bill Payment Service with names and account information of Billers to whom you wish to direct payments, you authorize the Bill Payment Service to follow the Payment Instructions that it receives through our BusinessExpress Online Banking Website or Software. In order to process payments more efficiently and effectively, the Bill Payment Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Bill Payment Service receives a Payment Instruction, you authorize the Bill Payment Service to debit your Eligible Transaction Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Bill Payment Service to credit your Eligible Transaction Account for payments returned to the Bill Payment Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Bill Payment Service.

The Bill Payment Service will attempt to make all your payments properly. However, the Bill Payment Service shall incur no liability if the Bill Payment Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of the Bill Payment Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- The payment processing center is not working properly and you know or have been advised by the Bill Payment Service about the malfunction before you execute the transaction;
- You have not provided the Bill Payment Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
- Circumstances beyond control of the Bill Payment Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bill Payment Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Bill Payment Service causes an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from your Eligible Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, the Bill Payment Service shall be responsible for returning the improperly transferred funds to your Eligible Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

## **c. Payment Cancellation Requests**

- You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the BusinessExpress Online Banking Website or Software through which the Bill Payment Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Bill Payment Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.



#### d. Stop Payment Requests

- The Bill Payment Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Bill Payment Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any transfer that has already been processed, you must contact us as instructed in the Notice of Claim of Unauthorized Transactions in your Business Account and In Case of Errors or Questions about Your Electronic Transactions for Consumers Sections of this Agreement. Although the Bill Payment Service will attempt to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in our fee schedule (please refer to the applicable Bank **Fee Schedule**, based on your product type, for fee information).

#### e. Exception Payment Requests

- Exception Payments may be scheduled through the Bill Payment Service, however Exception Payments are discouraged and must be scheduled at your own risk. In no event shall the Bill Payment Service be liable for any claims or damages resulting from your scheduling of Exception Payments.

#### f. Bill Delivery and Presentment

- The Bill Payment Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Bill Payment Service's electronic bill options, you also agree to the following:
  - Presentation of electronic bills – You will receive electronic bills from a Biller only if both: (a) you have designated it in the Bill Payment Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Bill Payment Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Bill Payment Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary "trial basis." In either case, you can elect online within the Bill Payment Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Bill Payment Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
  - Paper Copies of electronic bills – If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
  - Sharing Information with Billers – You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account

number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Bill Payment Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for "trial basis" electronic bills.

- Information held by the Biller – We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.
- Activation - We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
- Authorization to obtain bill data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- Notification – We will attempt to present all of your electronic bills promptly. In addition to notification within the Bill Payment Service, we may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Payment Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- Cancellation of electronic bill notification – The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time by accessing the feature within our BusinessExpress Online Banking Website or Software. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- Non-Delivery of electronic bill(s) – You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- Accuracy and dispute of electronic bill – We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your

electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

**g. Disclosure of Account Information to Third Parties**

- It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our Privacy Policy, in addition to the circumstances set forth in this Agreement:
  - Where it is necessary for completing transactions;
  - Where it is necessary for activating additional services;
  - In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
  - To a consumer reporting agency for research purposes only;
  - In order to comply with a governmental agency or court orders; or,
  - If you give us your written permission.

See the **Privacy; Communications** and **Information Authorization** Sections of this Agreement for additional information.

**h. Biller Limitation**

- The Bill Payment Service reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, the Bill Payment Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an Exception Payment under this Agreement. See the **Prohibited Payments** Section of this Agreement for details and Section **A. 1. e. Exception Payment Requests** of the **Bill Payment Service** Section of this Agreement for additional details.

**i. Returned Payments**

- In using the Bill Payment Service, you understand that Billers and/or the United States Postal Service may return payments to the Bill Payment Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Bill Payment Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from the Bill Payment Service.

**j. Information Authorization**

- You agree that the Bill Payment Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification). See the **Information Authorization** Section of this Agreement for details.

#### **k. Service Fees and Additional Charges**

- You are responsible for all fees associated with your use of the Bill Payment Service, including without limitation fees we attempt to debit from your Eligible Transaction Account, which are unable to be collected due to insufficient funds. Although there is no fee to use the Bill Payment Service, fees may apply for non-sufficient funds or returned items drawn against your Eligible Transaction Accounts, or for late fees or collection fees assessed by our Service Provider as described in Section **A. 18. Failed or Returned Payment Instructions** of the **Bill Payment Service** Section of this Agreement.

#### **9. Our Relationship With You**

We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Bill Payment Service. We do not have control of, or liability for, any products or services that are paid for with our Bill Payment Service. We also do not guarantee the identity of any user of the Bill Payment Service (including but not limited to recipients to whom you send payments).

#### **10. Privacy of Others**

If you receive information about another person through the Bill Payment Service, you agree to keep the information confidential and only use it in connection with the Bill Payment Service.

#### **11. Eligibility**

The Bill Payment Service is offered only to individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, the Bill Payment Service is not offered to minors unless the minor is at least 18 years of age and is using an Eligible Transaction Account in the name of the minor. By using the Bill Payment Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

#### **12. Prohibited Payments**

See the **Prohibited Payments** Section of this Agreement for details.

#### **13. Acceptable Use**

See the **Acceptable Use** Section of this Agreement for details.

#### **14. Payment Methods and Amounts**

There are limits on the amount of money you can send through our Bill Payment Service. Your limits may be adjusted from time to time in our sole discretion. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Bill Payment Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider or draft payment drawn against your account.

#### **15. Your Liability for Unauthorized Transfers**

See, as applicable, the **Notice of Claim of Unauthorized Transactions in your Business Account** and **Unauthorized Transactions in Your Consumer Accounts** Sections of this Agreement for details.

## 16. Errors, Questions, and Complaints

See, as applicable, the **Notice of Claim of Unauthorized Transactions in your Business Account and In Case of Errors or Questions about Your Electronic Transactions for Consumers** Sections of this Agreement for details.

## 17. Taxes

It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

## 18. Failed or Returned Payment Instructions

In using the Bill Payment Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus the costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on our BusinessExpress Online Banking Website or Software) or your account agreement with us (please refer to the applicable Bank **Fee Schedule**, based on your product type, for fee information). You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

## 19. Information Authorization

Your enrollment in the Bill Payment Service may not be fulfilled if we cannot verify your identity or other necessary information. See the **Information Authorization** Section of this Agreement for details.

## 20. Service Termination, Cancellation, or Suspension

If you wish to discontinue use of the Bill Payment Service, please terminate your Business Online Banking Service as outlined in the Cancellation section. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Bill Payment Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

## 21. Errors, Questions, and Complaints

See the **Notice of Claim of Unauthorized Transactions in your Business Account** and **In Case of Errors or Questions about Your Electronic Transactions for Consumers** Sections of this Agreement for details, as applicable.

## 22. Exclusions of Warranties

See **Exclusion of Warranties** Section of this Agreement for details.

## 23. Limitation of Liability

See **Section D. Additional Limitations for External Transfer and Bill Payment** of the **Limitations on Liability** Section of this Agreement for details.

## 24. Definitions

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Biller" or "Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be. This Biller may also be referred to as "Payee" within our Business Online Banking Services.
- d. "Billing Account" is the checking account from which all Bill Payment Service fees will be automatically debited.
- e. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- f. "Due Date" is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.
- g. "Eligible Transaction Account" is a checking, money market or savings account that you hold with us from which your bill payments will be debited, your Bill Payment Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Bill Payment Service.
- h. "Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).
- i. "Payment Instruction" is the information provided for a payment to be made under the Bill Payment Service, and is further defined as the information provided by you to the Bill Payment Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

- j. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- k. "Scheduled Payment" is a payment that has been scheduled through the Bill Payment Service but has not begun processing.
- l. "Scheduled Payment Date" is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
- m. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Bill Payment Service to you on our behalf.

## **Mobile Deposit Service**

### **A. Mobile Deposit Service Description**

The Bank's Mobile Deposit Service, allows you to make deposits of checks ("original checks") from a mobile device to eligible East West Bank checking, savings, and money market accounts held by you or business accounts for which you are an authorized signer or agent acting in an authorized capacity by scanning the original paper check(s) and delivering the digital image(s) and associated deposit information ("images") to us or our processor with your mobile device.

We are offering you the Mobile Deposit Service through one or more Service Providers that we have engaged to render some or all of the Mobile Deposit Service to you on our behalf. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement.

Your use of the Bank's Mobile Deposit Service is governed by the terms and conditions of this Business Online Banking Agreement, and your enrollment in our Business Online Banking Service and use of our Mobile Deposit Service constitutes your agreement to these terms and conditions.

#### **1. Eligible Transaction Account Types**

- Eligible East West Bank checking, savings, and money market accounts held by you or a business entity for which you are an authorized signer or agent acting in an authorized capacity, if access is available through our Business Online Banking Services.

Your eligible East West Bank account(s) will be auto-enabled for the Mobile Deposit Service when you choose to access the feature in the Business Online Banking Service.

- Account must meet our ownership and processing criteria at the time the Mobile Deposit is requested.

#### **2. Ineligible Transaction Account Types**

- East West Bank accounts that do not meet eligibility requirements as defined by this Agreement or otherwise by the Bank.
- Accounts that are not otherwise allowed for under a Bank approved exception or as part of an enhanced service offering.
- Certain Business account and ownership types, at the Bank's discretion
- Individual Retirement Accounts (IRAs)
- 401 K Accounts

- Certificate of Deposit (CD) accounts or other time-based accounts
- Loan accounts (including credit card and equity accounts)

You may have other accounts that are ineligible for this Mobile Deposit Service due to restrictions specific to your East West Bank account or your activity related to the Mobile Deposit Service. If in doubt, you should contact us.

### 3. Accessing the Mobile Deposit Service

Access to our Mobile Deposit Service is available via our BusinessExpress Mobile Banking Service.

Although you may be able to initiate a Mobile Deposit request at any time, the processing of your request will be subject to the Business Day and Cutoff Times applicable to this service. Additionally, at certain times, some or all of the Mobile Deposit Service may not be available due to system maintenance, technical difficulties (including those of the Internet service provider, cellular service provider and Internet software), or account eligibility.

In the event that Mobile Deposit is unavailable, you may deposit original checks at our East West Bank branches or through our ATMs.

### 4. Mobile Deposit Processing Cutoff Times and Funds Availability

#### a. Cutoff Times and Funds Availability

For the purposes of funds availability, Mobile Deposits are made at East West Bank's Corporate Headquarters in Pasadena, California.

Deposit Day	Cutoff Time	Funds Generally Available
Business Day <b>BEFORE</b> the Cutoff Time	<b>9:00 PM</b> Pacific Time	By the 3 <sup>rd</sup> Business Day after the day of deposit
Business Day <b>AFTER</b> the Cutoff Time	<b>9:00 PM</b> Pacific Time	By the 4 <sup>th</sup> Business Day after the day of deposit
Non-Business Day <sup>1</sup>	<b>Any time</b>	By the 4 <sup>th</sup> Business Day after the day of deposit <sup>1</sup>

<sup>1</sup> **Deposits made on a Non-Business Day** – For deposits made on a Non-Business Day, the day of deposit will be considered the next Business Day.

#### b. Additional Information About Funds Availability

- Generally, for Mobile Deposits made on a Business Day before the cutoff time, funds will be available no later than the 3<sup>rd</sup> business day after the day of your deposit, although in certain cases we may hold the funds for a longer period of time or make them available sooner. This means that funds credited to your account will not be immediately available to cover debits or withdrawals.
  - Please refer to the “Holds for Uncollected Funds/Delayed Funds Availability” section of the Bank’s Deposit Agreement for additional details. For digitally opened checking accounts, you should refer to the “Holds for Uncollected Funds/Delayed Funds Availability” section of the Deposit Agreement Addendum received at the time of account opening.



## 5. Mobile Deposit Limits

### a. Mobile Deposit Amount Limits

Service Type	Daily Limit	Rolling 30 Day Limit
Mobile Deposit	\$5,000 <sup>1</sup>	\$25,000 <sup>2</sup>

<sup>1</sup> **Daily Limit** – the maximum dollar amount you can deposit to your Eligible Account using the Mobile Deposit Service each Business Day, as defined below for “Mobile Deposit Business Days”, and subject to the Rolling 30 Day Limit

<sup>2</sup> **Rolling 30 Day Limit** – the maximum dollar amount you can deposit to your Eligible Account using the Mobile Deposit Service each rolling 30 days (current day + previous 29 days)

### b. Additional Information Regarding Limits

- We are not obligated to accept or process Mobile Deposit requests that exceed your Mobile Deposit Amount Limits, which may change over time.
- Services and Limits are offered at the discretion of the Bank and may be changed or eliminated at any time without prior notice to you. Hence, the Mobile Deposit Service options and Limits made available to you may be different than listed above.

## 6. Mobile Deposit Business Days

The business days for the Mobile Deposit Service are Monday through Friday, except for U.S. federal banking holidays.

- If we receive your Mobile Deposit request after the cutoff time, it will be processed on the following Business Day.

## 7. Mobile Deposit Eligible Items

### a. Items Eligible for Deposit

You agree that you will only use the Mobile Deposit Service to deposit original checks (i.e., personal, business, or government checks) that are payable to and properly endorsed by the account holder(s), payable in U.S. dollars, and drawn on a U.S. financial institution.

### b. Items NOT Eligible for Deposit

You further agree that you will **not use** the Mobile Deposit Service to deposit any of the following:

- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you) or the business entity that owns the business account that the check will be deposited to.
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alternation, or that you know or suspect, or should know or suspect are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- International checks (i.e., not drawn on a U.S. financial institution).
- U.S. Savings Bonds, U.S. Postal Service Money Orders, remotely created checks (whether in paper form or electronically created), and cash.

## 8. Mobile Deposit Service Additional Terms

### a. Image Requirements

- Each image must provide all information on the front and back of the original check at the time it is presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check.

The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

### b. Endorsement Requirements

- Endorsements must be made on the back of the original check within 1 ½ inches of the top edge, although we may accept endorsements outside of this space. Your endorsement must include your signature and the words “FOR MOBILE DEPOSIT ONLY”. A check payment to you and another joint account holder, if applicable, must be endorsed by both payees.

Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

### c. Receipt of Deposit

- All images processed for deposit through the Mobile Deposit Service will be treated as “deposits” under the terms of the Bank’s Deposit Agreement, which governs your deposit account relationship with us. When we receive an image, you can request a confirmation email. Confirmation of receipt by us does not mean that the image was received error free. We are not responsible for any image that we do not receive.

Following receipt, we may process the image by preparing a “substitute check” or clearing the item as an image.

We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. We will notify you of rejected images.

### d. Original Checks

- After you receive confirmation that we have received an image, you must securely store the original check for 14 calendar days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you agree to deliver to us within 5 calendar days, at your expense, the requested original check in your possession. If you fail to deliver the requested original check to us in a timely manner, such amount will be reversed from your account.

Promptly after such period expires, you must destroy the original check by first marking it “VOID” and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. **After destruction of an original check, the image will be the sole evidence of the original check.**

**e. Check Safekeeping Guidelines**

- Mobile Deposit Service users are required to retain the original checks in a secure place. We also recommend you write on the front of the check: "Mobile deposit on DATE" (where DATE is the full date you deposited the check by Mobile Deposit).

**f. Check Retention Guidelines**

- Mobile Deposit Service users are required to retain the original paper items, for 14 calendar days, after they have been transmitted to the Bank ("Retention Period"). This provides sufficient time for research in case there is an issue with the image quality or if the original item is required for any other reason. During this time, the paper items should be stored in a secure place (See Section **7.e. Check Safekeeping Guidelines** of the **Mobile Deposit Service** Section of this Agreement). After the retention period, the original paper items should be destroyed to ensure they are not accidentally deposited again (See Section **7.g. Check Destruction Guidelines** of this **Mobile Deposit Service** Section of the Agreement).

**g. Check Destruction Guidelines**

- Mobile Deposit Service users are required to securely and irretrievably destroy the original paper items after the retention period (refer to the Check Retention Guidelines, above). A cross-cut or diamond shredder will assist in complete destruction of check information. Do not leave deposited items lying around, and do not put deposited items in trash or recycle containers, unless they have been shredded first.  
You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

**d. Returned Deposits**

- Deposits made using the Mobile Deposit Service will be provisionally credited to your eligible account. You agree that if an original check deposited through the Mobile Deposit Service is subsequently dishonored, rejected or otherwise returned unpaid by the drawee bank, or is rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, that we may charge back the amount of the original check to your account and provide you with an image of the original check, a paper reproduction of the original check or a substitute check.

You agree to reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to redeposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

**e. Return Check Fees**

- Although use of our Mobile Deposit Service is currently provided at no charge to you, other fees, such as returned check deposit fees, may apply to your use of this service (please refer to the applicable Bank **Fee Schedule**, based on your product type, for fee information).

We may, upon prior notice to you and to the extent required by applicable law, charge a fee for use of the Mobile Deposit service.

**f. Your Warranties**

You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

**g. Disclaimer of Warranties**

You understand and agree that your use of the Remote Deposit Service and all information and content (including that of third parties) is at your own risk and is provided on an “as is” and “as available” basis.

- See the **Disclaimer; Exclusion of Warranties** Section of this Agreement for additional details.

**h. Your Responsibility**

- You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

If requested, you agree to cooperate and provide information or documents, at your expense, as may be reasonably requested by us in relation to your use of the Mobile Deposit Service.

**i. Limitations on Liability**

- See the **Limitations on Liability** Section of this Agreement for additional details.

#### **j. Compliance with Law**

- You agree that you will use our Mobile Deposit Service for lawful purposes only and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and handle the original items in accordance with the terms of this Business Online Banking Agreement and applicable laws, rules and regulations.

#### **k. Mobile Deposit Security**

- You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed.

It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone if you learn of any loss or theft of original checks.

You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Business Online Banking Agreement.

- See Section **10. Errors or Questions** of the **Mobile Deposit Service** Section of this Agreement for additional details.

### **9. Errors or Questions**

In case of error or questions about your Mobile Deposit please contact us as follows:

- Call us at **1.833.468.8356**
- You may also write to us at:

**East West Bank  
Centralized Processing Department  
9300 Flair Drive, 4<sup>th</sup> Floor  
El Monte, CA 91731**

#### **Stop Payment Orders (checks drawn on East West Bank)**

If a check written on your account has not yet been paid, you may be able to prevent the check from being paid by initiating a Stop Payment order.

In order to process your request you must provide us, as requested, with the account number, exact amount (dollars and cents), check number(s) and any other information we deem necessary in order to process your request. If you provide us with any incorrect information or do not give us sufficient time to act on your stop payment request, we will not be responsible for our failure to stop payment of the check(s).

Check Stop Payment orders initiated using our Business Online Banking Service are not considered accepted until we provide a stop payment confirmation to you. The ability to place a stop payment through our Business Online Banking Service may be limited by system availability. If the system is not available to accept your check Stop Payment order, the stop payment order may be placed by contacting us by phone or in person during normal business hours.

Our records will be conclusive evidence of the existence and details of any stop payment initiated by you.

If you choose to place a stop payment by calling us, we may also require you to put your request in writing and get it to us within fourteen (14) days after your call. An oral stop-payment order may cease to be binding after fourteen (14) days if you fail to provide a required written confirmation upon request by the Bank.

A fee may be charged for each check Stop Payment order or renewal thereof. (please refer to the applicable Bank **Fee Schedule**, based on your product type, for fee information).

You agree to indemnify, defend, and hold us harmless (to the extent of the law) from all costs, (excluding attorney's fees) actions, damages, claims and demands related to or arising from our action in stopping payment on a check or our failure to stop payment on a check.

### **Information Authorization**

Through your enrollment in or use of our Business Online Banking Services, including the External Transfer or Bill Payment Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the External Transfer or Bill Payment Service, to facilitate funds transfers using our Wire Transfer Services, to authenticate you when you log in, to send you information about our Business Online Banking Services, including the External Transfer or Bill Payment Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the External Transfer or Bill Payment Service and the content and layout of our BusinessExpress Online Banking Website or Software. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with your use of our Business Online Banking Services, including the External Transfer or Bill Payment Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of our Business Online Banking Services, including the External Transfer or Bill Payment Service. The following provisions in this Section may apply to the External Transfer or Bill Payment Service:

- A. Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- B. Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or website by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management

and prevention services for services or websites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

## **Prohibited Payments**

The following types of payments are prohibited through our Business Online Banking Services, including the External Transfer and Bill Payment Services, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- Payments to or from persons or entities located in prohibited territories (for External Transfer and Bill Payment Services this would include any territory outside of the United States); and
- Payments that violate any law, statute, ordinance or regulation; and
- Payments that violate the Acceptable Use terms in **Acceptable Use** Section of this Agreement; and
- Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
- Tax payments and court ordered payments.
- Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments.

## **Acceptable Use**

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Business Online Banking Services, including the External Transfer and Bill Payment Services, regardless of the purpose of the use, and for all communications you send through these Services. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Business Online Banking Services, including the External Transfer and Bill Payment Services, for

communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Business Online Banking Services, including the External Transfer and Bill Payment Services, or the portion of our BusinessExpress Online Banking Website or Software through which these Services are offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting our BusinessExpress Online Banking Website or Software, including the External Transfer and Bill Payment Services, or interfere or attempt to interfere, with BusinessExpress Online Banking Website or Software, including the External Transfer and Bill Payment Services; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us of any violations of our External Transfer or Bill Payment Service terms or this Agreement generally.

### **Remedies**

If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of our BusinessExpress Online Banking Website or Software, including the External Transfer and Bill Payment Services; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to BusinessExpress Online Banking Website or Software, including the External Transfer and Bill Payment Services for any reason or no reason and at any time. The remedies contained in this section are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise. (See **Termination** Section of this Agreement.)

### **Receipts and Transaction History**

You may view your transaction history by logging into the Business Online Banking Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

### **Statements**

You will receive your monthly Bank account statement, which will itemize any payments or transfers made through the Business Online Banking Service, unless there are no payments in a particular month. In any case, you will receive the statement at least quarterly. Your Bank account statement, which may be furnished to you in a paper and/or electronic format, is the official record of your account activity.

### **Notices to You**

You agree that we may provide notice to you by posting it on our BusinessExpress Online Banking Website or Software, sending you an in-product message within the Business Online Banking Service, sending an SMS text message to a mobile number you have provided us, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as an SMS text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Business Online Banking Service setup or customer profile.



## **Text Messages, Calls and/or Emails to You**

By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Message and data rates may apply. Please review our Privacy Policy for more information.

## **Changes to Agreement**

We may change this Business Online Banking Agreement at any time. For example, we may add, delete or amend terms or services. We will notify you of such changes by mail or by email. Our BusinessExpress Online Banking Website or Software will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at an earlier time. If such a change is made, and it cannot be disclosed without jeopardizing the system's security, this Business Online Banking Agreement will be updated within thirty (30) days after the change. You will be notified as soon as possible when changes are made which materially affect your rights, to the extent and in the manner required by law. By using our Business Online Banking Services after the effective date of a change, you agree to the change(s).

Further, we may, from time to time, revise, update, upgrade, enhance or discontinue the Business Online Banking services offered and/or related applications or material, and any such additions or amendments shall be part of and subject to this Business Online Banking Agreement. To the extent and in the manner and timeframes required by law, we will notify you in advance of any changes that affect your rights and obligations. You indicate your acceptance of any change we make by continuing to use a Service after the change becomes effective. We also reserve the right to terminate or modify this Agreement pertaining to the Business Online Banking or Mobile Banking service(s) impacted, and/or related applications and material, and limit access to only the Business Online Banking Services' more recent revisions, updates, upgrades or enhancements.

## **Cancellation**

Your Business Online Banking Service remains in effect until it is terminated by you or the Bank. You may cancel your Business Online Banking Service at any time by notifying us of your intent to cancel in writing, or by calling **1.833.468.8356**, and your Service will be cancelled after the Bank has had a reasonable opportunity to act upon your cancellation request. You agree to use the Business Online Banking Services only for bona fide and lawful purposes. We may suspend or terminate your participation in the Business Online Banking Services for any reason, at any time. We will try to notify you in advance, but we are not obliged to do so.

We shall have no obligation to honor any instruction, in whole or in part, that (a) is or we reasonably believe is used for any illegal or improper purpose or activity; (b) exceeds the available funds in your account; (c) we have reason to believe may not be authorized by you; (d) involves funds subject to a hold, dispute or legal process; (e) would violate any law, rule or regulation applicable to us, the Business Online Banking Service, you or any other party that processes or receives the payment; (f) is not in accordance with any other requirement stated in this Business Online Banking Agreement, any other applicable agreement with us, or any of our policies, procedures or practices; or (g) for our protection or your protection, we have reasonable cause not to honor.

We reserve the right to refuse to honor an instruction or suspend or terminate your Business Online Banking Services, in whole or in part, at any time or for any reason, with or without cause and with or without notice,

and may immediately do so including, without limitation, if: (a) we have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your Password; (b) we believe your Service is not being used for its intended, bona fide and lawful purposes under this Business Online Banking Agreement; (c) you repeatedly overdraw your Bank account; (d) your Bank account is closed, access to your account is restricted for any reason, or if you do not use the Business Online Banking Services for a period of time after being notified by the Bank; or (e) following initial enrollment you do not use the Business Online Banking Service, after being notified by the Bank, we may automatically suspend or terminate the Business Online Banking Service, without further notice to you.

Any payments or transfers we have already processed before the cancellation date will be completed. We recommend that you cancel any scheduled payments or transfers prior to notifying us that you are canceling the Business Online Banking Service. You are responsible for any payments or transfers scheduled by you prior to termination that you have not canceled. Termination will not affect your liability or obligations under this Business Online Banking Agreement for payments we've processed on your behalf.

Cancellation of your Business Online Banking Service will also result in the cancellation, if applicable, of your Bill Payment Service, External Transfer Service, Internal Transfer Service, Account Aggregation Service, Mobile Deposit Service and any other browser based and mobile device based Business Online Banking Services. (See **Termination** Section of this Agreement.)

### **Preventing Misuse of Your Account / Password Security**

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call the Bank.

The User Name/ID and Password that is used to gain access to the Business Online Banking Service should be kept confidential, and you agree not to give or make available your password or credentials to any unauthorized individuals. If you give someone your password or credentials, you are authorizing that person to use your service, and you are responsible for all transactions the person performs using your Business Online Banking Services. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

For your protection, sign off after every session and close your browser to ensure confidentiality. For your protection we also recommend that you change your online Password regularly. We recommend that you memorize this online Password and do not write it down. You are responsible for keeping your User Name/ID, Password, account numbers and other account data confidential. Neither the Bank nor any company affiliated with the Bank will contact you via email or phone requesting your Business Online Banking Service User Name/ID or personal Password.

If you believe that your online Password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission or consent, you must notify us **AT ONCE** at the telephone number provided in this Agreement and on our website. See the **Notice of Claim of Unauthorized Transactions in your Business Account** and **Unauthorized Transactions in Your Consumer Accounts** Sections of this Agreement regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

## **Notice of Claim of Unauthorized Transactions in Your Business Account**

**The provisions of this section DO NOT APPLY TO CONSUMER ACCOUNTS.**

You agree to regularly and promptly review your business account statements and any Business Online Banking Service activity notification alerts as soon as they are made available to you, and agree to **IMMEDIATELY** notify us (or, in any event, no more than thirty (30) calendar days following the date that we make available to you notification of the transaction activity) of any error or discrepancy between your records and the statement or notification, including activity you believe to be unauthorized or fraudulent. Additionally, you agree to notify us **IMMEDIATELY** of any claim you have or any claim that is made to you by a third party, that any of our acts or omissions in connection with any Service has caused you or the third party damage.

In some cases, you are obligated to notify us of unauthorized activity or discrepancies within a shorter time frame, such as errors in Wire Transfer transactions, where you are required to notify us **IMMEDIATELY**, and not later than 24 hours after first discovering the unauthorized transaction or error.

If you fail to notify us of your discovery of an error or discrepancy within the time-periods describe within this Agreement, in addition to any other limitations on our liability, you will be liable for all losses (including any loss of interest) up to the amount of the transaction, which resulted from your failure to give us notice or which might have been prevented by giving us notice, and are precluded from asserting and waive the discrepancy against us.

You agree to also notify us **IMMEDIATELY** if you believe another person has improperly obtained your Business Online Banking Service Password, and WE WILL NOT BE LIABLE TO YOU FOR ANY UNAUTHORIZED FUNDS TRANSFER THAT WAS MADE USING A USER NAME/ID AND PASSWORD ASSOCIATED WITH YOU OR ANY USER IF IT OCCURS BEFORE YOU HAVE NOTIFIED US OF THIS POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT UPON YOUR NOTICE.

Telephoning us at **1.833.468.8356** is the best way of minimizing your potential losses. You may also write to us at:

**East West Bank  
Centralized Processing Department  
9300 Flair Drive, 4<sup>th</sup> Floor  
El Monte, CA 91731**

## **Unauthorized Transactions in Your Consumer Accounts**

**This Section does not apply to Wire Transfer requests. Please refer to Section 9. Errors or Questions of the Online Wire Transfer Service Section of this Agreement for information.**

**Additionally, the provisions of this section DO NOT APPLY TO BUSINESS OR OTHER NON-PERSONAL ACCOUNTS.**

Notify us **AT ONCE** if you believe another person has improperly obtained your Business Online Banking Service Password. Also notify us **AT ONCE** if someone has transferred or may transfer money from your Bank deposit account without your permission, or if you suspect any fraudulent activity on your account. Telephoning us at **1.833.468.8356** is the best way of minimizing your potential losses. The unauthorized use of your Business Online Banking Service could cause you to lose all of your money in your account. You may also write to us at:

**East West Bank  
Centralized Processing Department  
9300 Flair Drive, 4<sup>th</sup> Floor  
El Monte, CA 91731**

If your Business Online Banking Service Password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Business Online Banking Service Password without your permission to access a Bank deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we can prove we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500. Also, if your statement shows withdrawals, transfers, payments or purchases that you did not make or authorize, please notify us **AT ONCE**.

If you do not notify us within sixty (60) days from the date the paper or online statement was sent to you, and we can prove that we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section may be extended.

### **In Case of Errors or Questions about Your Electronic Transactions for Consumers**

**This Section does not apply to Wire Transfer requests. Please refer to Section 9. Errors or Questions of the Online Wire Transfer Service Section of this Agreement for information.**

**Additionally, the provisions of this section DO NOT APPLY TO BUSINESS OR OTHER NON-PERSONAL ACCOUNTS.**

In case of questions or errors about Business Online Banking Service transfers between your Bank deposit accounts, Bank-to-Bank Transfers between your Bank account and a linked external account or Bill Payments made through the Business Online Banking Service, you should do the following:

Contact BusinessExpress Online Banking Support by phone at **1.833.468.8356**.

Contact us as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need more information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the **FIRST** paper or online statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

When you tell us about the problem, please:

- Tell us your name and account number.
- Describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need.
- Tell us the dollar amount of any suspected error.

We will determine if an error occurred and will tell you the results of our investigation within 10 business days (20 business days if the transfer was to or from an account within 30 days after the first deposit to the account was made) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer or transaction involved a point-of-sale transaction, a foreign initiated transfer or a transfer to or from an account within 30 days after the first deposit to the account was made) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (20 business days if the transfer was to or from an account within 30 days

after the first deposit to the account was made) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint(s) or questions(s) in writing and we do not receive it within 10 business days, we may not provisionally credit your account.

We will tell you the results of our investigation within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

### **Our Liability to Consumers**

If we do not complete a transfer to or from your Bank account on time, or for the correct amount, and/or to or from the account specified according to our Agreement with you, we may, to the extent required by applicable law and this Business Online Banking Agreement, be responsible, as applicable, for returning any improperly transferred funds and/or for redirecting any misdirected funds to the proper account, and/or may be liable for your actual losses or damages. However, there are some exceptions. For example, we will not be liable: If, through no fault of ours, you do not have enough available funds or available credit in your account to make a transfer. If a legal order, or governmental and/or regulatory restriction or prohibition, directs us to prohibit withdrawals from the account. If your account is closed, or if it has been frozen or is in default. If the transfer, would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts. If you, or anyone you allow, commits any fraud or violates any law or regulation. If any electronic terminal, telecommunication device or any part of the electronic fund transfer system was not working properly and you knew about the breakdown when you started the payment or transfer or, in the case of a recurring payment or transfer, at the time such payment or transfer should have occurred. If you have not properly followed the instructions for using the Bank's Business Online Banking Service, including Bank-to-Bank External Transfer, Internal Transfer, Wire Transfer, and Bill Payment, as applicable. If circumstances beyond our control (such as fire, flood, earthquake, computer system failure, or improper transmission or handling of payments by a third party) prevent the transfer or bill payment, despite reasonable precautions taken by us. There may be other exceptions not specifically mentioned here.

We are not responsible for any Internet access, Internet Service Provider, financial software or other product or service relating to your device or the World Wide Web or your telephone or telephone service. We are not responsible for any damage to your computer, software, modem, telephone or other property resulting from your use of the Business Online Banking Services. Without limiting the generality of the wording above, we are not responsible for any loss, damage or injury resulting from an interruption in your electrical power or telephone service; the disconnecting of your telephone service by your telephone company or from deficiencies in your line quality; or any defect or malfunction of your computer, device, modem or telephone service. The Bank's liability hereunder does not include any consequential or special loss or damage. (See also, Limitation of Liability Section, below.)

### **Arbitration**

**WE OR YOU MAY REQUIRE THAT ANY DISPUTE RELATING TO THIS AGREEMENT OR THE BUSINESS ONLINE BANKING SERVICES BE SETTLED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS**, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (AAA) IN ACCORDANCE WITH TITLE 9 OF THE UNITED STATES CODE (FEDERAL ARBITRATION ACT) AND THE CONSUMER AND COMMERCIAL ARBITRATION RULES OF THE AAA. FOR A COPY OF CURRENT AAA ARBITRATION RULES AND PROCEDURES, TO FILE A CLAIM OR FOR OTHER INFORMATION, PLEASE CONTACT WWW.ADR.ORG. IN THE EVENT THAT SUCH ARBITRATION CANNOT BE CONDUCTED BY AAA FOR ANY REASON, THE PARTY REQUIRING ARBITRATION MAY FILE WITH A COMPARABLE AND REPUTABLE ALTERNATIVE FORUM FOR ARBITRATION. IF LITIGATION IS COMMENCED BY EITHER PARTY, DEMAND FOR ARBITRATION MUST BE MADE WITHIN 60 DAYS OF SERVICE OF THE COMPLAINT ON THE PARTY

DEMANDING ARBITRATION. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

THE ARBITRATION RULES PERMIT YOU TO REQUEST DEFERRAL OR REDUCTION OF THE ADMINISTRATIVE FEES OF ARBITRATION IF PAYING THEM WOULD CAUSE YOU A HARDSHIP. IN THE EVENT YOU PREVAIL IN ARBITRATION, WE WILL PAY YOUR DOCUMENTED, ORDINARY AND REASONABLE OUT-OF-POCKET COSTS AND FEES. WE AGREE THAT THE ARBITRATOR(S) MAY CONDUCT SOME OR ALL OF THE ARBITRATION BY TELEPHONE IF THE ARBITRATOR(S) FINDS THAT DOING SO IS APPROPRIATE GIVEN THE LOCATION OF THE PARTIES AND THE AMOUNT IN QUESTION.

A SINGLE ARBITRATOR WILL BE CHOSEN FOR ANY DISPUTE THAT INVOLVES A TOTAL CLAIM OF LESS THAN \$200,000. A DISPUTE INVOLVING TOTAL CLAIMS EXCEEDING THAT AMOUNT WILL BE DECIDED BY A MAJORITY VOTE OF A PANEL OF THREE ARBITRATORS. THE SOLE ARBITRATOR AND THE PRESIDING ARBITRATOR IN AN ARBITRATION PANEL WILL BE A PRACTICING ATTORNEY OR A RETIRED JUDGE. YOU AGREE THAT ALL ISSUES REGARDING THE ARBITRABILITY OF THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, THE SCOPE, WAIVER AND UNCONSCIONABILITY OF ARBITRATION) SHALL BE DETERMINED BY THE ARBITRATOR CHOSEN IN ACCORDANCE WITH THIS SECTION, AND SUCH ARBITRATOR IS HEREBY EMPOWERED TO MAKE A DETERMINATION OF HIS OR HER OWN JURISDICTION.

**BY AGREEING TO ARBITRATION, YOU ARE WAIVING YOUR RIGHT TO JURY TRIAL.**

**THERE WILL BE NO CLASS ARBITRATION OR ARBITRATION IN WHICH AN INDIVIDUAL ATTEMPTS TO RESOLVE A DISPUTE AS A REPRESENTATIVE OF ANOTHER INDIVIDUAL OR GROUP OF INDIVIDUALS. FURTHER, A DISPUTE CANNOT BE BROUGHT AS A CLASS OR OTHER TYPE OF REPRESENTATIVE ACTION, WHETHER WITHIN OR OUTSIDE OF ARBITRATION, OR ON BEHALF OF ANY OTHER INDIVIDUAL OR GROUP OF INDIVIDUALS.**

**YOU MAY OPT-OUT OF THIS MUTUAL RIGHT OF ARBITRATION IF YOU DELIVER NOTICE TO US WITHIN 60 DAYS OF INITIALLY AGREEING TO THE TERMS OF THIS AGREEMENT.** TO OPT OUT, SEND A WRITTEN REQUEST CONTAINING YOUR NAME, ADDRESS, PHONE NUMBER, AND ACCOUNT NUMBER TO: EAST WEST BANK, SUPPORT CENTER, P.O. BOX 927, ALHAMBRA, CA 91802-0927. IF YOU OPT-OUT, ANY DISPUTE RELATING TO THIS AGREEMENT WILL BE SETTLED EXCLUSIVELY IN THE FEDERAL COURTS OF THE UNITED STATES OR THE COURTS OF THE STATE OF CALIFORNIA, IN EACH CASE LOCATED IN THE CITY OF LOS ANGELES AND COUNTY OF LOS ANGELES.

#### **Disclaimer; Exclusion of Warranties**

THE BROWSER BASED AND MOBILE DEVICE BASED BUSINESSEXPRESS ONLINE BANKING WEBSITE AND SOFTWARE ARE PROVIDED "AS IS" AND WITHOUT WARRANTY BY US OR OUR SERVICE PROVIDERS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; IN EACH CASE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. YOU ACKNOWLEDGE AND AGREE THAT, FROM TIME TO TIME, THE BUSINESS ONLINE BANKING SERVICES MAY BE DELAYED, INTERRUPTED, OR INACCURATE, WHETHER DUE TO OUR SYSTEMS OR OTHERWISE.

#### **Limitations on Liability**

A. IN NO EVENT WILL WE OR ANY PERSONS BE LIABLE FOR PUNITIVE, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM YOUR USE OF THE BUSINESSEXPRESS ONLINE BANKING WEBSITE OR SOFTWARE, OR THE BUSINESS ONLINE BANKING SERVICES, EVEN IF WE WERE ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES.

- B. THE AGGREGATE LIABILITY OF US AND OUR AFFILIATES TO YOU IN CONNECTION WITH THIS AGREEMENT IS LIMITED TO \$1,000.00.
- C. THE LIMITATIONS ON LIABILITY SET FORTH IN SUBSECTIONS A AND B ABOVE: (A) SHALL NOT APPLY TO THE EXTENT THEY ARE INCONSISTENT WITH ANY APPLICABLE LAW, IN WHICH CASE THEY SHALL BE DEEMED MODIFIED TO APPLY TO THE FULLEST EXTENT PERMITTED AND (B) SHALL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY.
- D. **Additional Limitations for Zelle Service** – EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE’S SERVICE OR WITH THE TERMS OF THIS AGREEMENT YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF ZELLE, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

- E. **Additional Limitations for External Transfer and Bill Payment** –THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE EXTERNAL TRANSFER AND BILL PAYMENT SERVICES AND THE PORTION OF OUR BUSINESSEXPRESS ONLINE BANKING WEBSITE OR SOFTWARE THROUGH WHICH THE EXTERNAL TRANSFER AND BILL PAYMENT SERVICES ARE OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE EXTERNAL TRANSFER AND BILL PAYMENT SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE EXTERNAL TRANSFER AND BILL PAYMENT SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE EXTERNAL TRANSFER AND BILL PAYMENT SERVICES CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EXTERNAL TRANSFER AND BILL PAYMENT SERVICES OR THE PORTION OF OUR BUSINESSEXPRESS ONLINE BANKING WEBSITE OR SOFTWARE THROUGH WHICH THE EXTERNAL TRANSFER AND BILL PAYMENT SERVICES ARE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.

IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE

EXTERNAL TRANSFER AND BILL PAYMENT SERVICES OR THE PORTION OF OUR BUSINESSEXPRESS ONLINE BANKING WEBSITE OR SOFTWARE THROUGH WHICH THE EXTERNAL TRANSFER AND BILL PAYMENT SERVICES ARE OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN THIS AGREEMENT WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **Intellectual Property**

All copyrights, trade secrets, patents, trademarks, service marks, trade dress, and other intellectual or proprietary rights (collectively, "IP Rights") in the Software and the Business Online Banking Services—including the source code, object code, content, visual interfaces, and interactive features, graphics, and design of the Software and the information and other content provided as part of the Business Online Banking Services—belong to us or our licensors. All rights not expressly granted to you herein are reserved. You agree not to decompile, reverse engineer, modify, or distribute the Software.

Additionally, all other marks and logos related to the External Transfer and Bill Payment Services are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the External Transfer Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the External Transfer Service, the portion of our BusinessExpress Online Banking Website or Software through which the External Transfer Service is offered, the technology related to our BusinessExpress Online Banking Website or Software and External Transfer Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding our BusinessExpress Online Banking Website or Software or External Transfer Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

## **Links and Frames**

Links to other websites may be provided on our BusinessExpress Online Banking Website or Software, including the portion of our BusinessExpress Online Banking Website or Software through which the External Transfer or Bill Payment Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Business Online Banking Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright



compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to our BusinessExpress Online Banking Website or Software. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off our website. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on our BusinessExpress Online Banking Website or Software may send cookies to users that we do not control. You may link to the home page of our BusinessExpress Online Banking Website or Software. However, you may not link to other pages of our BusinessExpress Online Banking Website or Software without our express written permission. You also may not "frame" material on our BusinessExpress Online Banking Website or Software without our express written permission. We reserve the right to disable links from any third party sites to our BusinessExpress Online Banking Website or Software.

### **Geographic Limitations**

You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Application, you represent and warrant that you are not located in any such country or on any such list. You further agree that you will not use the Software for any purposes prohibited by United States law.

### **Data Collection and Sharing; Personal Data**

- A. We may collect, transmit, store, use, and otherwise process technical, location, login or other personal data and related information, including but not limited to (i) technical information about your device, system, application software, and peripherals, and (ii) information regarding your location (including, for certain services, your device's precise physical location based on IP address, GPS, information about nearby cellular towers or Wi-Fi signals, or other geolocation methods).
- B. If you would like to learn more about how we treat your data, please refer to the **Privacy; Communications** Section of this Agreement.

### **User Obligation to Provide Accurate Information**

You must provide us with an email address that you regularly use and intend to use regularly (i.e. no disposable email addresses) and a permanent mobile phone number that you intend to use for an extended period of time.

You may not enroll in the Business Online Banking Service with a landline, Google Voice, or Voice over Internet Protocol phone number.

### **Third Party Terms of Service Apply for Certain Add-On Features**

- A. You agree that by accessing certain features of the Business Online Banking Services, including its ATM and branch locator and certain other address, geolocation and search features, you will be subject to the then-current Google Terms of Service and Privacy Policy. Such terms and conditions may change from time to time, and you understand and agree that we shall not provide notice of any such changes.
- B. The Software may contain open source software which may have its own applicable license conditions.

This Agreement does not purport to limit your rights under such open source software license agreements. Copyrights to the open source software are held by the copyright holders indicated in the copyright notices in the corresponding source files.

- C. To the extent that you are using the Software on an iOS device, you further acknowledge and agree to the following:

You acknowledge that the terms of this Agreement are between you and us only, not with Apple, and Apple is not responsible for the Software, the Business Online Banking Service, or any content thereof. Apple has no obligation whatsoever to furnish any maintenance and support service with respect to the Software. In the event of any failure of the Business Online Banking Service to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Business Online Banking Service. Apple is not responsible for addressing any claims by you or any third party relating to the Business Online Banking Service or your possession or use of the Business Online Banking Service, including, but not limited to: (i) product liability claims; (ii) any claim that the Business Online Banking Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that the Business Online Banking Service or your possession and use of the mobile application infringe that third party's intellectual property rights. You agree to comply with any applicable third-party terms when using the Business Online Banking Service. Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement, and upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary of such agreement.

### **Assignment**

You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

### **Governing Law**

This Agreement will be governed by and interpreted in accordance with all applicable federal laws and regulations and to the extent that such applicable federal law or regulation has not preempted them, in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. Your use of the BusinessExpress Online Banking Website or Software may also be subject to other local, state, national or international laws.

### **Severability, Captions, and Survival**

If any provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, the remainder of this Agreement and the application of such terms, provisions or conditions or parts thereof to circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each of the other terms, provisions and conditions of this Agreement shall be valid and enforceable to the fullest extent of the law. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Terms of this Agreement, which by their nature should survive, will survive the termination of this Agreement. If there is a

conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer service personnel), the terms of the Agreement will prevail.

### **Termination**

This Agreement is valid until terminated by you or by us. We may terminate the Agreement at any time or for any reason. Your rights under this Agreement will terminate immediately if you breach any term of this Agreement. Upon termination of this Agreement, you shall immediately cease all use of the BusinessExpress Online Banking Website and Software and destroy all copies, full or partial, of the Software. Terms of this Agreement, which by their nature should survive, will survive the termination of this Agreement.

### **Indemnity**

You agree to indemnify and hold harmless the Bank, our Subsidiaries and Affiliates, Successors and Assigns, and our Service Providers and their Affiliates, and all officers, employees and contractors thereof ("Related Persons"), from any and all third party actions, claims, liability, loss and damages, and to be responsible for all expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your connection to or use of the Business Online Banking Services, your violation of the Business Online Banking Agreement, or your infringement or violation of the rights of others. The obligations contained in the preceding sentence will continue after the Business Online Banking Services are terminated. This section does not apply to any cost or damage attributable to the Bank's or our Related Persons' gross negligence or intentional misconduct.

### **Release**

You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of our BusinessExpress Online Banking Website or Software or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

### **No Waiver**

We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### **Links to Third Party Sites**

The Bank website may contain links to other websites ("Linked Sites"). Such links are provided solely as a convenience for you. While the Bank will attempt to select and provide links to Linked Sites that it believes may be of interest to its customers, the Bank does not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that the Bank, its affiliates and partners are not responsible for the contents of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and make no representations or warranties regarding the Linked Sites or your use of them.

## **Privacy; Communications**

The Bank respects our customers' right to privacy. Please see our Privacy Policy, which can be found at [www.eastwestbank.com](http://www.eastwestbank.com) for specific terms and conditions.

By enrolling for our BusinessExpress Online Banking Services, you agree that the Bank may share with you various newsletters, articles, product or service alerts, new product or service announcements, or offers from us or our subsidiaries or affiliates concerning existing or new products or services. Depending on the BusinessExpress Online Banking Services you use, you may receive these notifications via email, SMS text, push notification and/or as in-app message. If you prefer not to receive this type of information from us via email, SMS text and/or push notification, please contact us at **1.888.895.5650** or **1.833.468.8356**; or online at [talk2us@eastwestbank.com](mailto:talk2us@eastwestbank.com) or [talk2us@velobank.com](mailto:talk2us@velobank.com).