



EASTWEST BANK

## iTalkBB UnionPay Prepaid Card Agreement and Disclosure

Effective: August 1, 2024

This Agreement and Disclosure (“Agreement”) specifies the rights and obligations between East West Bank (“Bank,” “we,” “our,” “us”) and you (“you” or “your”) regarding the issuance and use of the iTalkBB UnionPay Prepaid Card (“Prepaid Card”) that is made available to select individuals through the iTalkBB Prime mobile application and issued by East West Bank. By activating the Prepaid Card, you agree to be bound by the terms and conditions in this Agreement, as may be amended from time to time.

The Prepaid Card is a UnionPay prepaid card redeemable as described below. Your Prepaid Card will not be issued until we have completed our verification process. You have previously consented to our verification process by applying for the Prepaid Card as part of your iTalkBB UnionPay Prepaid Card Bundle application or iTalkBB UnionPay Prepaid Card application. Our application and verification processes are described below under the “Prepaid Card Application Process” and “Prepaid Card Verification Process” sections of this Agreement.

The Prepaid Card can only be used to access value that you have previously loaded onto the Prepaid Card from your qualifying East West Bank checking account. When you use your Prepaid Card, you are redeeming the value on the Prepaid Card and not making a withdrawal from any other account other than the Prepaid Card.

The Prepaid Card is not a gift card, a device that accesses money in an individual checking or savings account, a bank deposit account, a debit card, or a credit card or charge card that allows you to make purchases or obtain advances and pay later, and using the Prepaid Card will not enhance your credit rating. You will not receive any interest on the funds on your Prepaid Card.

**IMPORTANT, PLEASE READ CAREFULLY.** THIS AGREEMENT CONTAINS, AMONG OTHER THINGS, AN ARBITRATION PROVISION (“ARBITRATION CLAUSE”) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION AND WAIVING A RIGHT TO TRIAL BY JURY AND TO PARTICIPATE IN CLASS ACTIONS. YOU MAY REJECT THE ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE WITHIN 45 DAYS AFTER YOU FIRST USE YOUR PREPAID CARD.

1. **Definitions.** Here are some important terms that we use throughout this agreement:

**Account:** The financial tool with which we measure the balance on your Prepaid Card. While your account is not a deposit account established in your name, once your Prepaid Card is properly registered the funds on your Prepaid Card are held by us in a subaccount established for the East West Bank Prepaid Card program and are covered by FDIC insurance up to the FDIC insurable amounts. You may only have one Prepaid Card associated with an account at any one time. If your Prepaid Card is closed (for example, because it is lost or stolen) we may issue a new Prepaid Card connected to the same account.

**Available Prepaid Card Balance:** To determine your Available Prepaid Card Balance we start with the Prepaid Card balance from the prior day and subtract any new settled transactions, which may include fees; and apply any credits, which may include settled funds you have loaded to your Prepaid Card, credit returns and any other credit. From this balance we subtract the following:

- a. Pending charges such as Prepaid Card purchases that have been authorized but not settled, electronic payments or other transactions that we are obligated to pay or have already paid;
- b. Any holds on your balance, such as holds on funds to comply with court orders or other legal requirements; and
- c. Any credits to the Prepaid Card that were reversed by us due to processing restrictions related to the funding account and/or Prepaid Card, failure of the funds to be available for final settlement to the Prepaid Card, or we have reason to believe that the credit was unauthorized, fraudulent or otherwise violates this Agreement and/or other agreements you have with us.

**Business Day:** Every day except Saturdays, Sundays and U.S. federal holidays.

**Hold on Your Account:** Any amount of money that is in your account balance but that you cannot use or otherwise access because of delayed settlement, a court order or other reasons.

**iTalkBB UnionPay Prepaid Card, UnionPay Prepaid Card, Prepaid Card or Card:** The reloadable general-purpose dual-branded virtual Prepaid Card issued to you by East West Bank under this Agreement and as part of the iTalkBB UnionPay Prepaid Card Bundle, or as otherwise made available to select individuals who maintain a qualifying East West Bank checking account.

**Item:** Any Prepaid Card load credit, Card purchase, fee, charge or other amount that is added to or subtracted from your balance.

**Load/Re-Load:** Adding funds to your balance on the Prepaid Card.

**Overdraft / Overdrawn:** A negative balance, or the amount by which all the items presented to us on a business day exceed the Available Prepaid Card Balance.

**Virtual Prepaid Card:** A virtual prepaid card is a unique card number that is generated in a digital format and associated with a card account. There is no plastic card and no PIN (Personal Identification Number) issued for a virtual prepaid card. The unique 16-digit virtual prepaid card number can be used to make credit purchases and payments online or by phone or, subject to iTalkBB Prime service enrollment and availability, added to your iTalkBB Prime digital wallet to make contactless payments in-store with a mobile device.

2. **Prepaid Card Application.** The offer to apply for the Prepaid Card is made available to select individuals through the iTalkBB Prime mobile application. For individuals who do not have a qualifying East West Bank checking account, the Prepaid Card offer will be made available as part of the iTalkBB UnionPay Prepaid Card Bundle, which includes an East West Bank Value Checking account and an iTalkBB UnionPay Prepaid Card. Alternatively, individuals who currently maintain a qualifying East West Bank checking account may receive an offer to apply for the iTalkBB UnionPay Prepaid Card directly. To apply for the Prepaid Card, you must receive an offer from iTalkBB and submit an iTalkBB UnionPay Prepaid Card Bundle application. You must be at least 18 years old in order to apply.

By applying for a Prepaid Card through iTalkBB (which, for existing East West Bank customers, may include completing the application through East West Bank's Online Banking services) you are requesting to open a UnionPay Prepaid Card issued by East West Bank, a United States financial institution.

3. **Prepaid Card Issuance.** A virtual iTalkBB UnionPay Prepaid Card will be issued in the applicable account owner's name, and will have a unique 16-digit identifying number. There will be no plastic card and no PIN issued.

4. **Conditions for Issuing Prepaid Card.** Upon approval of your Prepaid Card application, a virtual iTalkBB UnionPay Prepaid Card will be issued to you. If your Prepaid Card application was submitted and approved as part of an iTalkBB UnionPay Prepaid Card Bundle application, an East West Bank Value Checking account will also be opened in your name. To view your 16-digit virtual Prepaid Card number, you will need to log in to the iTalkBB Prime mobile application or enroll and log in to East West Bank's Online Banking services.

All iTalkBB UnionPay Prepaid Card Bundle and iTalkBB Prepaid Card applications are subject to review, verification and approval by East West Bank, and submission of an application does not guarantee that a Prepaid Card or Checking account, if applicable, will be opened for you.

5. **Prepaid Card Verification Process.** To help the government fight the funding of terrorism and money-laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who obtains a Prepaid Card. What this means for you: When you open a Prepaid Card, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents, or request additional information from you to complete our verification process. You agree that you will comply with all applicable laws in all of your activities in connection with your Prepaid Card and Account.
6. **U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") Certification.** You acknowledge that you are aware that we have OFAC sanctions compliance obligations. You also acknowledge that this Agreement and your Prepaid Card and Account are subject to U.S. sanctions laws, rules, and regulations where you will not permit your Prepaid Card and Account to be used in a manner that would cause a violation of the above referenced laws, rules, and regulations. You also specifically represent and warrant that you have not been designated by OFAC as a Specially Designated National ("SDN"), that you have no reason to believe that you would be considered a blocked person by OFAC, and that you are not acting as an agent of any such person. To the extent that OFAC, via laws, rules, regulations, or Executive Order, has promulgated restrictive measures against a government or regime ("sanctioned regime"), you further represent and warrant that you are not employed by or acting as an agent of (1) an entity owned or controlled by a sanctioned regime, (2) a government-controlled entity of a sanctioned regime, or (3) a government corporation of a sanctioned regime.
7. **Prepaid Card Activation.** Our Prepaid Card will be automatically activated for use upon issuance of your virtual Prepaid Card number.
8. **Loading, Reloading and De-loading your Prepaid Card.** You may load value (add funds) to your Prepaid Card subject to the terms of this Agreement and the [List of All Fees](#) for the iTalkBB UnionPay Prepaid Card.

To load or re-load funds to your Prepaid Card, you must log in to East West Bank's Mobile App or Online Banking service to transfer available funds from your qualifying East West Bank checking account to your Prepaid Card. This is the only way funds can be loaded to your iTalkBB UnionPay Prepaid Card. Upon successful completion of your funds load transfer, the value loaded to your Prepaid Card will be immediately available for use. For additional information refer to the "Definitions – Available Prepaid Card Balance" section of this Agreement.

Load (including re-load) transfers are subject to the following limits:

- Minimum Load Amount: **\$0.01**
- Maximum Load Amount: **\$2,500/calendar week**

The Maximum Amount that can be held on your iTalkBB UnionPay Prepaid Card is **\$10,000**.

The availability of funds to transfer and the eligibility of your East West Bank checking funding account for our Prepaid Card load/reload service is subject to the Bank's funds availability policies, and the terms and conditions applicable to your account and our Online Banking services. Bank policies, procedures and/or restrictions may limit your access to the load/reload services, and we are under no obligation to honor a load/re-load request, even if we have honored the same request in the past. If you encounter any issues or have questions regarding the load/re-load process, you should contact us.

Requests to de-load funds from your Prepaid Card will result in your Prepaid Card being closed. To de-load funds from your Prepaid Card, you will need to contact us.

You may load your Account only through a qualifying East West Bank checking account as described above. You may not load your Account from any other deposit account or by check, money order, cash mailed to us for deposit, or any inbound wire transfers into your Account. Notwithstanding the foregoing, if your Account has a negative balance at the time we receive any check, money order, or cash, we may, in our sole discretion, apply the proceeds of the check, money order, or cash to the negative balance. We are not liable for any checks, money order, or cash mailed to us for the purpose of loading your Prepaid Card and will make a good faith effort to return any checks, money orders, or cash sent to us.

9. **Transaction Authorization.** We reserve the right to impose dollar limitations on your Prepaid Card transactions or on specific services. We can do so at any time, with or without notice to you and with or without cause. We may decline to authorize a transaction for security or other reasons. We may limit the number or amount of transactions we authorize on your Prepaid Card in any one day. We will not be liable to you if we decline to authorize a transaction or anyone refuses to accept your virtual Prepaid Card or Prepaid Card Account number, except as required by law. Your Available Prepaid Card Balance must be sufficient to cover all withdrawal(s) and other transactions. Subject to the terms of this Agreement and the [List of All Fees](#) for the iTalkBB Prepaid Card we will decline to authorize any transaction where your Available Prepaid Card Balance is not sufficient or we reasonably believe it is not sufficient to cover any withdrawal(s) or other transactions. Dollar limitations may vary across POS terminals or merchant locations (if applicable). At this time, the following dollar limitations apply to your Prepaid Card usage:

- Transaction Limit: **Up to your Available Prepaid Card Balance** (subject to merchant limits)

For security purposes and at our sole discretion, we may place other limits on your Prepaid Card or block your Prepaid Card activity without prior notice.

10. **Transaction Cutoff Times.** For the purpose of determining your daily transaction activity, a day ends at 23:00 PM China Time.
11. **Default.** You agree not to use your Prepaid Card for any illegal transactions or any other purpose prohibited by law, including transactions in violation of the Unlawful Internet Gambling Enforcement Act of 2006 and its implementation of Regulation GG. You will be in default of this Agreement if you use your Card for any illegal transactions or any other purpose prohibited by law. If we suspect that your transaction may be in violation of this Section, we may in our sole discretion block or delay a Prepaid Card transaction to or from your account.
12. **Expiration.** Unless otherwise prohibited by applicable law, your Prepaid Card expires on the expiration date shown on your virtual Prepaid Card. However, the assessment of applicable fees may deplete your Prepaid Card balance prior to the expiration date, even if you never use your Prepaid Card. (See the [List of All Fees](#) for the iTalkBB UnionPay Prepaid Card). If funds remain on your Prepaid Card at expiration, the funds will be automatically transferred to the virtual Prepaid Card re-issued to you at expiration. If, for any reason, your

virtual Prepaid Card is not re-issued by us you may request a balance refund by contacting us. If we issue a balance refund, it will be for the amount of funds remaining on your Prepaid Card at expiration less any applicable fees. Expiration of your Prepaid Card will not cancel the third party services you paid in full prior to the expiration of your Prepaid Card.

13. **Returns and Refunds.** You can cancel your Prepaid Card and obtain a refund for the remaining Prepaid Card balance, less any applicable fees, holds or pending charges, at no charge if the original value of the Prepaid Card has not been reduced or depleted by contacting us.

Unless otherwise specified by a third party service provider, if you are entitled to a refund for any reason for goods or services obtained with your Prepaid Card, you agree to accept credits to your Prepaid Card for such refunds. Refund, return and cancellation policies for purchases from a third party service provider will be disclosed to you by the third party service provider. Subject to the merchant taking appropriate action in a timely manner, it may take up to 30 days for the amount of the refund to be credited to your Prepaid Card.

14. **PIN-Based Transactions.** Your Prepaid Card will not have a PIN issued, therefore you will not be able to initiate a transaction that requires a PIN to be entered.

15. **Hold on Funds; Security Interest.** When you use a Prepaid Card, a hold will be placed on the Prepaid Card balance. The hold may be for the amount of the transaction, or for a pre-established amount in excess of individual transactions (for example, hotel or car reservations). The held funds will not be available for other Prepaid Card transactions. Held funds are released when: (i) the authorizing merchant settles the transaction; (ii) the authorizing merchant releases the hold; or (iii) the authorization holding funds expires, which may vary based on the merchant's policies or other factors. The hold may continue even if you do not purchase any goods or services for which authorization was obtained.

16. **Fees.** Refer to the [List of All Fees](#) for the iTalkBB UnionPay Prepaid Card. We reserve the right to modify the [List of All Fees](#) for the iTalkBB UnionPay Prepaid Card in connection with the Services contemplated under this Agreement, upon notice to you. You agree to pay for all such fees or charges, which may change from time to time. We will provide advance notice of fee changes or additions if required by applicable law. Your continued use of the Services following any changes to the fees or charges will reflect your acceptance of the new or revised fees or charges.

Access to certain services and features (such as the iTalkBB digital wallet) requires iTalkBB Prime service enrollment and is subject to additional iTalkBB Prime service fees. Termination of iTalkBB Prime enrollment will result in those services and features being unavailable. Refer to the iTalkBB website for details.

17. **Your Responsibility to Repay an Inadvertent Negative Balance.** In general, we will decline to authorize any transaction where your Available Prepaid Card Balance is not sufficient or we reasonably believe it is not sufficient to cover a transaction. You agree not to use your Prepaid Card to make purchases that exceed your Available Prepaid Card Balance and you understand that such purchases will ordinarily be declined. You understand and agree to manage and track your Available Prepaid Card Balance so that your Prepaid Card will not be used to make purchases that exceed your Available Prepaid Card Balance. You understand and agree that if you fail to comply with this obligation, due to our obligation to comply with UnionPay's operating rules and the timing of settlement for your transactions, circumstances may arise where we will be unable to prevent your account balance from becoming less than \$0 ("Inadvertent Negative Balance"). If an Inadvertent Negative Balance occurs you must immediately pay the amount of the Inadvertent Negative Balance and we will decline to authorize any further transactions on your Prepaid Card until the Inadvertent Negative Balance

is paid. You will not be charged fees or interest on the Inadvertent Negative Balance. You authorize us to use the money from any subsequent funds loaded to your Prepaid Card or any deposit account you own at East West Bank to pay any Inadvertent Negative Balance. If you fail to pay the Inadvertent Negative Balance we may choose to close your Prepaid Card and, subject to our discretion and other agreements you have with us, any other deposit account you maintain with us. We may still pursue collection of the amount you owe (including suing you) after it is charged off.

18. **Set-Off and Security Interest.** By applying for and using your Prepaid Card, you agree to grant East West Bank a security interest in your Prepaid Card balance.

You agree that we may set-off funds from your Available Prepaid Card Balance against any due and payable debt owed to us now or in the future, without prior notice and at any time, to the full extent of the law, including, but not limited to, agreeing that we may use funds from your Prepaid Card to pay the debt, even if the debt was not a direct result of the Prepaid Card usage (for example, to set-off an unpaid overdraft balance incurred on your East West Bank checking account).

19. **Consumer Liability.** Tell us AT ONCE if you believe your Prepaid Card information has been compromised or stolen, or if you believe that someone has initiated or may initiate a transaction on your Prepaid Card account without your permission using your information. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days after you learn of the loss or theft of your Prepaid Card information, you can lose no more than \$50 if someone used your Prepaid Card without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Prepaid Card information, and we can prove we could have stopped someone from using your Prepaid Card without your permission if you had told us, you could lose as much as \$500. For unauthorized Prepaid Card transactions of California resident cardholders, your liability will continue to be limited to \$50, provided you comply with the notification period described in the following paragraph.

If your Prepaid Card transaction history shows a transaction(s) that you did not make, tell us AT ONCE. If you do not tell us within 60 days after the earlier of the date you a.) electronically accessed your Prepaid Card transaction history on which the unauthorized transaction was reflected, or b.) otherwise requested and received a written transaction history from us in which the unauthorized transaction is first reflected, you will not receive a refund for losses after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. In addition to and notwithstanding the above, in all cases you will be liable for any losses related to an unauthorized transaction that is not reported to us within 120 days of the date the transaction occurred, regardless of if you accessed or viewed your transaction history.

20. **Contact In Event of Unauthorized Transaction.** If you believe any part of your Prepaid Card information has been compromised or stolen call: (U.S.) 833.468.8356 or (CN) + 86.400.080.5290 or write us at: East West Bank, Attn: Branch Operations – Customer Support, P.O. Box 927, Alhambra, CA 91802-0927. You should also call the number or write to the address listed above if you believe a transaction has been made using your Prepaid Card information without your permission.

21. **In Case of Error or for Questions.** Telephone us at: (U.S.) 833.468.8356 or (CN) +86.400.080.5290 or write us at: East West Bank, Attn: Branch Operations – Customer Support, P.O. Box 927, Alhambra, CA 91802-0927 as soon as you can, if you think an error has occurred on your Prepaid Card. (See “Consumer Liability” section for specific error reporting timeframes and a consumer’s liability for failing to report an error)

You may report an error by calling us at (U.S.) 833.468.8356 or (CN) +86.400.080.5290 or writing us at East West Bank, Attn: Branch Operations – Customer Support, P.O. Box 927, Alhambra, CA 91802-0927. You will need to tell us:

- a. Your name and prepaid account number.
- b. Why you believe there is an error, and the dollar amount involved.
- c. Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call us at (U.S.) 833.468.8356 or (CN) +86.400.080.5290.

22. **Authorization Holds.** You do not have the right to stop payment on any purchase transaction originated by use of your Prepaid Card, except as otherwise provided herein. With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Prepaid Card may be “preauthorized” for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a “hold” on your available funds—until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. During this time, you will not have access to preauthorized amounts. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds until we receive a cancellation request or the 31st day from the day of the preauthorization, whichever is earlier.
23. **Our Liability for Transfer Errors; LIMITATION OF LIABILITY.** If we (or any third party using or providing any product, service or benefit in connection with any Prepaid Cards) do not complete a transaction to or from your Prepaid Card in time or in the correct amount according to this Agreement with you, we will be liable for your losses and damages caused by us, but only to the extent provided herein. However, there are some exceptions. We will not be liable, for instance:
  - a. If, through no fault of ours, you do not have enough funds available in your Prepaid Card account to authorize the transaction in the amount sought by the merchant or otherwise to complete the transaction;
  - b. If a merchant refuses to accept your Prepaid Card;
  - c. If an electronic terminal where you are making a transaction does not operate properly, and you knew about the breakdown when you initiated the transaction;

- d. If access to your Prepaid Card or your qualifying East West Bank Value Checking account has been blocked after you reported your Prepaid Card or other information as compromised or stolen;
- e. If there is a hold on your Prepaid Card funds or your Prepaid Card funds are subject to a legal process or other encumbrance restricting their use;
- f. If we have reason to believe the requested transaction is unauthorized;
- g. If circumstances beyond our control (such as fire, flood, pandemics, national emergencies or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- h. For any other exception stated in this Agreement.

**LIMITATION OF LIABILITY.** IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY US SHALL BE LIMITED TO THE TOTAL AMOUNT LOADED ON THE PREPAID CARD.

- 24. **Receipts.** Generally, you will receive or may have the option to receive a receipt at merchant locations each time you make a transaction. However, for certain small dollar transactions at merchant locations, you may not receive a receipt. You agree to retain, verify, and reconcile your transactions and receipts.
- 25. **Statements.** You may access 24 months of electronic transaction history and obtain information about the amount of funds you have remaining on your Prepaid Card account by logging in to the iTalkBB Prime mobile application. You also have the right to obtain at least 24 months of written history of account transactions by calling (U.S.) 833.468.8356 or (CN) +86.400.080.5290, or by writing us at East West Bank, Attn: Branch Operations – Customer Support, P.O. Box 927, Alhambra, CA 91802-0927.
- 26. **Address Change.** You agree to notify us promptly if your address changes. We may also change your mailing address of record if we receive a notice of address change from the U.S. Postal Service, or if we receive information from another party in the business of providing correct address information, that the address in our records no longer matches your address.
- 27. **Card Security.** Your Prepaid Card information is confidential and you are responsible for safekeeping your Prepaid Card information. You agree not to disclose or otherwise make your Prepaid Card information available to anyone not authorized by you to use your Prepaid Card. If you authorize anyone to use your Prepaid Card, you will be liable for all of their transactions, and you cannot limit your liability to only specified transactions, unless and until you notify us that your authorization has been revoked (at which time we will cancel and/or substitute a new Prepaid Card).
- 28. **Merchant Acceptance.** You may use your Prepaid Card to purchase goods or services from most merchants that accept UnionPay cards, subject to your Available Prepaid Card Balance, the terms of this Agreement and merchant acceptance. We are not responsible for the refusal by any merchant to accept or honor your Prepaid Card, even if they are a member of the UnionPay network.



29. **Merchant Disputes; Refunds and Returns.** If you have a dispute with a merchant regarding goods or services purchased with a Prepaid Card transaction or other service, you will need to resolve the dispute with the merchant.

If you are entitled to a refund for any reason in connection with goods or services obtained with your Prepaid Card, you agree to accept credits to your Prepaid Card for such refunds and agree to adhere to the refund policy of the applicable merchant. The exchange or return of goods or services purchased, in whole or in part, with the Prepaid Card will be governed by the procedures and policies of each merchant, applicable law, and the Prepaid Card network rules. At the time of any exchange or return, you will present the receipt for the goods and the Prepaid Card. If you receive a credit to your Account, the credit may not be immediately available.

None of the Bank, UnionPay, or iTalkBB, or any of their respective affiliates, employees, or agents will be responsible or liable for the delivery, quality, safety, legality, or any other aspects of goods or services that you purchase with a Prepaid Card or any losses or damages arising out of or relating to the use of your Prepaid Card.

30. **Confidentiality.** We will disclose information to third parties about your Prepaid Card account or the transactions/transfers you make:

- a. Where it is necessary for completing a transaction or transfers,
- b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant,
- c. In order to comply with government agency or court orders,
- d. If you give us your written permission; or
- e. As otherwise provided in our [Privacy Policy](#).

31. **Amendment, Cancellation and Suspension.** We may amend or change the terms of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement (except as expressly provided elsewhere in this Agreement) by calling (U.S.) 833.468.8356 or (CN) +86.400.080.5290 and following all instructions provided, including providing all requested information. If you request a balance refund, we will immediately cancel your Prepaid Card, if permitted by applicable law, we will remit a balance refund to you for the amount of the funds remaining on your Prepaid Card, less the amount of applicable fees, holds or pending charges. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, the liability and dispute provisions.

32. **Non-Marketing, Transactional Communications; Electronic Delivery.** We may record and/or monitor any of our telephone conversations with you. If we do record a conversation, we do not have to keep the recordings, unless the law says we must. When you give us your mobile number, we have your permission to contact you at that number about your accounts with us. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but

not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. You may contact us anytime to change these preferences. If you give us your email address, you agree that we may send servicing messages (such as fraud alerts and hold alerts) related to your accounts to that address. By accepting this Agreement and opening a Prepaid Card you agree that: (i) you consent to our delivery of communications and documents electronically, such as by email or text message, rather than through U.S. mail or other means, unless the law says otherwise, and you also agree that: (i) you also consent to our presentation of terms to you regarding your use of your Prepaid Card, by electronic agreements which may be provided to you through such things as hyperlinks or “click-through” agreements on East West Bank’s website or Online Banking Services, or the iTalkBB Prime mobile application or iTalkBB website; (ii) your consent to or agreement with the electronic communication in these circumstances may be further evidenced by your clicking “agreed” or similar terms at the time you submit your application, or by your subsequent use of a product or service, or otherwise as may be specified in the communication or as provided by law (subject to any limitations set forth in the communication); (iii) accordingly, your signature and agreement may be obtained electronically and includes mouse clicks, key strokes, your use of passwords or other authentication systems, or as is otherwise set forth in the particular electronic communication; (iv) you have the necessary hardware and software to receive Account correspondence and documents electronically; (v) you wish to enter into this Agreement electronically; (vi) you understand all Account documents and correspondence provided to you in electronic form are deemed to have been provided in written form; and (vii) your consent will remain in effect until it is withdrawn. You acknowledge that message and data rates may be charged by your mobile service provider for sending and receiving text messages on your wireless access device. Check with your service provider for details on specific fees and charges that may apply. You may contact us anytime to opt out of receiving mobile calls and text messages. To view our Privacy Policy, go to: [Privacy Policy](#).

33. **Foreign Currency Transactions.** All transactions in a foreign currency will go through the UnionPay network and be converted to U.S. dollars under the current applicable rules of the UnionPay network. The UnionPay network will select the conversion rate from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from any government-mandated rate in effect for the applicable central processing date, in each instance. If a foreign currency transaction is converted to U.S. dollars before it is entered into the applicable network, the conversion rates, fees and charges of the entity that did the conversion will apply. Refer to the [List of All Fees](#) for the iTalkBB UnionPay Prepaid Card for applicable fees.
34. **Inactive and unclaimed accounts.** Each state has laws that govern when the funds associated with your Prepaid Card are considered inactive or abandoned, and when we are required to send funds that are presumed to be abandoned to the appropriate state in accordance with applicable law. We encourage you to make sure your Prepaid Card remains active by making transactions. We will notify you before we transfer your funds to the appropriate state as abandoned property.
35. **Third Party Rewards, Promotions or Incentives.** Any rewards, promotions or incentives offered to you by iTalkBB or other third parties in connection with your iTalkBB UnionPay Prepaid Card or related transaction activity are the sole responsibility of the third party offering the reward, promotion or incentive.
36. **Release.** You hereby release the Bank and its successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of the Prepaid Card or Account, including but not limited to, any interactions with or conduct of other users or third-party services of any kind arising in connection with or as a result of this Agreement or your use of the Bank services. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, “A general release does not extend to claims that the

creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by the Bank or for fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with your Account.

37. **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. You consent and submit to the exclusive jurisdiction of the state and federal courts located in California with respect to all claims and controversies arising out of or relating to a Prepaid Card, Account, or this Agreement that are not subject to arbitration and with respect to any proceeding to enforce the arbitration provisions of this Agreement or to confirm or vacate an arbitration award.
38. **Indemnification.** You agree to indemnify, defend and hold us harmless from all claims, actions, losses and expenses (including without limitation, attorney fees) related to or arising out of a.) your actions and omissions in connection with your accounts or our services, b.) assertions that we are responsible or legally liable for actions or inactions by you, including without limitations that actions or inactions were not authorized or violated the rights of the account owner(s) or any other third parties, and c.) our actions and omissions, provided that they are taken/omitted in accordance your instructions and/or with this Agreement and other Agreements that govern your account(s) and services with us.
39. **Severability; Waiver.** If any of the provisions of this Agreement are determined by any court or governmental authority to be invalid, illegal, void or unenforceable, the remainder of this Agreement shall remain in full force and effect as if the unenforceable provision were not present. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
40. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR ANY EXPRESS WARRANTIES WE PROVIDE IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE PREPAID CARD AND ACCOUNT OR RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE ARE NOT RESPONSIBLE FOR THE QUALITY, SAFETY, LEGALITY, OR ANY OTHER ASPECT OF ANY GOODS OR SERVICES YOU PURCHASE WITH YOUR PREPAID CARD.
41. **No Warranty of Uninterrupted Use.** From time to time the Prepaid Card services may be inoperative and you may be unable to use your Prepaid Card or obtain information from your Prepaid Card, including the available balance of funds associated with your Prepaid Card. Please notify Customer Service if you have any problems using your Prepaid Card. You agree that none of the Bank, UnionPay, iTalkBB or any of their respective affiliates, employees, or agents are responsible for any interruption of service.
42. **ARBITRATION CLAUSE/DISPUTE RESOLUTION**

**DISPUTE RESOLUTION.** Please read the following arbitration agreement in this section (“Arbitration Agreement”) carefully. It requires you to arbitrate disputes with the Bank and limits the manner in which you can seek relief from the Bank. Solely for purposes of this Arbitration Clause, “we” or “us” shall mean the Bank,

and its respective successors, affiliates, or assignees as well as any third party using or providing any product, service, or benefit in connection with the Prepaid Card.

- a. **Applicability of Arbitration Agreement.** This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or were asserted before the effective date of this Agreement.
- b. **Arbitration Rules and Forum.** The Bank and you agree to attempt informal resolution of any dispute arising out of, related to, or in connection with this Agreement, your Account, or the Bank's services prior to any demand for adjudication of any kind and to notify each other in writing of any such dispute within thirty calendar days of when it arises. The Bank and you further agree that if we cannot solve such dispute informally, any such dispute arising out of, related to, or in connection with this Agreement shall be finally settled in binding arbitration, on an individual basis, in accordance with the American Arbitration Association's ("AAA") rules for arbitration of consumer-related disputes. The arbitration will occur, at your election, in the county of your domicile or in California and will be conducted confidentially by a single, neutral arbitrator. The Bank will not seek, and hereby waives all rights it may have under applicable law to recover attorneys' fees and expenses if it prevails in arbitration, unless the arbitrator finds that either the substance of your dispute or the relief sought in your request for arbitration ("Request") was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). This Agreement evidences a transaction involving interstate commerce and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. §1 et seq. ("FAA") will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. Notwithstanding anything to the contrary in this Section, the Bank and you retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement or misappropriation of intellectual property rights, including copyrights, trademarks, trade secrets, database rights, and patents. In the event any provision of this Section is deemed invalid or unenforceable, then you agree and understand that the remaining portions of this Arbitration Agreement will remain in full force and effect.
- c. **Waiver of Jury Trial.** THE BANK AND YOU HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. The Bank and you are instead agreeing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified in subsection (b), "Arbitration Rules and Forum," of this Section. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- d. **Waiver of Class or Other Non-Individualized Relief.** THE BANK AND YOU AGREE THAT, EXCEPT AS SPECIFIED IN THE SECTION "BATCH ARBITRATION" BELOW, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE OR COLLECTIVE BASIS AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Notwithstanding anything to the contrary in this Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection, "Waiver of Class or Other Non-Individualized Relief," are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), the Bank and you agree that that

particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the courts having jurisdiction over the issue. All other disputes shall be arbitrated. This subsection does not prevent you or the Bank from participating in a classwide settlement of claims.

- e. **Authority of Arbitrator.** Except as provided below, the arbitrator shall have exclusive authority to (i) determine the scope, enforceability and applicability of this Arbitration Agreement, whether the disputes are arbitrable, and the propriety of commencing the arbitration and (ii) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any assertion that all or any part of this Arbitration Agreement is void or voidable. The exceptions to the preceding sentence are: (i) all disputes arising out of or relating to the subsection entitled “Waiver of Class and Other Non-Individualized Relief,” including any claim that all or part of that same subsection is unenforceable, illegal, void or voidable, or that the same subsection has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (ii) except as expressly contemplated in the subsection entitled “Batch Arbitration”, all disputes arising out of or relating to the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the subsection entitled “Batch Arbitration”. The arbitrator shall have the authority to grant motions dispositive of all or part of any dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and the Bank and shall have no preclusive effect in any other arbitration or other proceeding involving a different party. The arbitrator may consider, but under no circumstances is the arbitrator bound by, decisions reached in separate arbitrations. Judgment on the arbitration award may be entered in any court having jurisdiction.
- f. **Batch Arbitration.** To increase the efficiency of administration and resolution of arbitrations, you and the Bank agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against the Bank by or with the assistance of the same law firm, group of law firms or organizations within a thirty (30) day period (or otherwise in close proximity), the AAA (1) will administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award (“Batch Arbitration”). All parties agree that Requests are of a “substantially similar nature” if they arise out of the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process (“Administrative Arbitrator”). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator’s fees shall be paid by the Bank. You and the Bank agree to cooperate in good faith with the AAA to implement the Batch Arbitration approach including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing a class,

collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

- g. **Severability**. Except as provided in subsection(d) (Waiver of Class or Other Non-Individualized Relief), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.
  - h. **Modification**. Notwithstanding any provision in this Agreement to the contrary, we agree that if the Bank makes any future material change to this Arbitration Agreement, it will notify you. Your continued use of the Prepaid Card, Account and/or the Bank service constitutes your acceptance of any such changes.
  - i. **Survival of Agreement**. This Arbitration Agreement will survive the termination of your relationship with the Bank.
43. **Entire Agreement**. The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.