



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 Online Banking and Mobile Services Agreement ("Online Banking Agreement", "Agreement") for accessing your accounts and loans via Velo by East West Bank's Online Banking Service explains the terms and conditions governing your use of the online banking services offered through the Velo by East West Bank Online Banking Application (as may be updated from time to time, the "Website") and Mobile Banking Application (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, Wire Transfer Services, Alipay Transfer Services, and Account Aggregation Services, as applicable (collectively, "Online Banking Service(s)"). The Bank may, from time to time, introduce new Online Banking Services and, as applicable, we will update our Online Banking and/or Mobile Banking Applications to include them. This 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 Online Banking Agreement, the words "you" and "your" refer to the individual accepting this Agreement. The terms "Velo by East West Bank," "Velo", "we," "us," "our," and "Bank" refer to East West Bank for its online banking services offered through Velo by East West Bank.

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

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

When you elect to sign up for the Online Banking Service electronically and click on "I Accept", you agree to accept the terms and conditions of this Online Banking Agreement including any future amendments to the Online Banking Agreement or changes in the Terms. Additionally, you agree to ensure that no other person uses the Online Banking Services with your login credentials.

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

We may change this Online Banking Agreement at any time. By using the 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 Online Banking seven days a week, 24 hours a day. However, at certain times, some or all of 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 Online Banking Service(s) for which they are provided.

Other Agreements

Accessing your accounts through the Online Banking Website or Software, or using any of the 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 Online Banking Agreement. When you access accounts online, or initiate transactions and/or requests using the 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 Online Banking Website or the Software to access your checking account, you do so under the terms and conditions we gave you in the Deposit Agreement and terms and condition disclosure(s) for the account. 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 Online Banking Website or Software. The terms and conditions of any other such agreements govern the terms and conditions of this Online Banking Agreement except that in the event of a conflict, the terms and conditions of this Online Banking Agreement shall govern. In the event of a conflict between the terms and conditions of this Online Banking Agreement and the terms and conditions of a particular Online Banking Service, the terms and conditions of the Online Banking Agreement shall govern.

Service and Security Features

Velo by East West Bank's 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 Online Banking Services online and define your User Name/ID and Password.

To protect your accounts from unauthorized access, when you login to the 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 Online Banking Service enrollment process and/or Service and Security Features may change from time to time upon notice to you.

Online Banking Account Registration Restrictions

There are certain types of accounts and account ownerships that are not allowed to have online access.

Transfer Services

A. Internal Transfer to an Account at Velo by 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 your eligible Velo by East West Bank account(s) to other eligible account(s) held by you or another recipient at the Bank.

Transfers can only be completed between consumer accounts that are held in an individual or joint ownership capacity. For transfers between your own accounts, you must be an individual or joint owner on both the transfer from and transfer to accounts. Transfers are one-time only, and subsequent transfers to the same account or recipient must be requested on an “as needed” basis.

You will generally be able to initiate an Internal Transfer through Online Banking 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 system maintenance or account eligibility.

1. Eligible Transfer From Account Types

- Velo Premier Checking Account
- Velo Student Checking Account
 - Account must meet our ownership and processing criteria at the time the Internal Transfer is requested.

2. Eligible Transfer To Account Types

- Velo Premier Checking Account
- Velo Student Checking Account
- Checking, savings, and money market accounts held by you or another individual recipient at East West Bank
 - Account must meet our ownership and processing criteria at the time the Internal Transfer is requested.

3. Ineligible Transaction Account Types

- Velo by East West Bank or 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
- Accounts that are not held in an individual or joint (without restrictions) ownership capacity, for example custodial and/or Trust Accounts
- Business 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 Internal Transfer Service due to restrictions specific to your Velo or other East West Bank account. 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 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 **Velo by East West Bank Fee Schedule** for fee information).

5. Account Verification

a. Transfers Between Your Accounts

- For Internal Transfers between your accounts, we will confirm that you are an individual or joint-owner on both the transfer from and transfer to accounts, and that the account meets our processing criteria.

b. Transfer to Someone Else’s Account

- For Internal Transfers between your Velo by East West Bank account and another recipient’s account at the Bank, we will rely on the Account Name and Account Number 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 processing criteria.

6. Internal Transfer Amount Limits

a. Internal Transfer to Your Own Account(s)

Service Type	Limit
Internal Transfer to Your Own Account	Up to the Available Balance in your Eligible Transfer From Account.

b. Internal Transfer to Someone Else’s Account

Service Type	Daily Limit	Rolling 30 Day Limit
Internal Transfer to Someone Else’s Account	\$10,000 ¹	\$20,000 ²

¹ **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

² **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.
- You may view your current Transfer Limits by clicking the **Transfer Limits and Cutoff Times apply** link on the **Amount to Transfer** page in the Online Banking Mobile Application.
 - See Section **A. 8. a. Authorization and Processing** of the **Transfer Services** Section of this Agreement for additional details.

7. Internal Transfer Service Processing Day

Service Type	Processing Day	Debited	Credited
Internal Transfer	12:00 AM – 11:59 PM CENTRAL Standard Time	The SAME Day you initiate the request	The SAME Day you initiate the request ¹

¹ **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.

8. Internal Transfer Service Additional Terms

a. Authorization and Processing

- When we receive an Internal Transfer Instruction from you, you authorize us to immediately 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.
- 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 that prevent us from fulfilling the Internal Transfer request;
 - 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.

b. Transfer Cancellation

You may not cancel a transfer once it is initiated.

c. Refused Transfers

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

d. Definitions

- "Account" means a checking, money market or savings account that is either an Eligible Transfer To Account or Eligible 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.

9. Your Liability for Unauthorized Transfers

See the **Unauthorized Transactions in Your Consumer Accounts** Section of this Agreement for details.

10. Errors, Questions, and Complaints

See the **In Case of Errors or Questions about Your Electronic Transactions for Consumers** Section of this Agreement for details.

B. External Transfer to an Account at Other Bank

The External Transfer Service allows you to transfer funds to or from your eligible Velo by East West Bank account(s) and other eligible account(s) held by you at another financial institution or brokerage company in the United States. Transfers to or from your accounts can only be completed between accounts that are owned by the same account holder or if you are a holder on a joint account. Transfers can be one-time, scheduled, or recurring, subject to availability. Access to scheduled transfers, recurring transfers and external transfers to another person's account(s) is currently available via our browser based Online Banking Service only, however, at our discretion, it may be made available in the future on our Mobile Banking Service.

In order to use the External Transfer Service, you have to be an Online Banking Service customer of Velo by East West Bank and each person must have a unique email address, even if they are joint account owners.

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

1. Eligible Transaction Account Types

- Velo Premier Checking Account
- Velo Student Checking Account
- 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 Velo by 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.

- Account must meet our ownership and processing criteria at the time the Internal Transfer is requested.

2. Ineligible Transaction Account Types

- Velo by 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
- Custodial and/or Trust Accounts
- Business 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 External Transfer Service due to restrictions specific to your Velo account or to your account at the other bank, credit union or other institution. If in doubt, you should contact us or them 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 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 **Velo by East West Bank Fee Schedule** for fee information).

4. 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:

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 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.

5. External Transfer Amount Limits

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

Service Type	Limit Type	Inbound Limit ³	Outbound Limit
Standard Transfers	Per Transaction Limit	\$10,000	\$10,000
	Daily Maximum ¹	\$10,000	\$10,000
	Monthly Maximum ²	\$20,000	\$20,000
Express Transfers	Per Transaction Limit	\$10,000	\$10,000
	Daily Maximum ¹	\$10,000	\$10,000
	Monthly Maximum ²	\$20,000	\$20,000

¹ **Daily** - is a Business Day as defined below under “Business Days for External Transfers”

² **Monthly** - is defined as a rolling 30 days, not a calendar month

³ 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 ¹	\$10,000
	Monthly Maximum ²	\$20,000
Express Transfers	Per Transaction Limit	\$10,000
	Daily Maximum ¹	\$10,000
	Monthly Maximum ²	\$20,000

¹ **Daily** is a Business Day as defined below under “Business Days for External Transfers”

² **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.
- You may view your current Transfer Limits by clicking the **Transfer Limits and Cutoff Times apply** link on the **Amount to Transfer** page in the Online Banking Mobile Application.
 - 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 Standard Time	The FIRST Business Day after you initiate request	The THIRD Business Day after you initiate request
Express Transfers	5:00 PM Pacific Standard Time	The FIRST Business Day after you initiate request	The FIRST Business Day after you initiate request

7. Business Days for External Transfers

The business days for the External Transfer Service are Monday through Friday, except for 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 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 of 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 to operate such Accounts without their 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 joint 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 **In Case of Errors or Questions about Your Electronic Transactions for Consumers** Section 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 **Velo by East West Bank Fee Schedule** for fee information).
- 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 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. 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 17 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 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 [Unauthorized Transactions in Your Consumer Accounts](#) Section of this Agreement for details.

17. Errors, Questions, and Complaints

See the [In Case of Errors or Questions about Your Electronic Transactions for Consumers](#) Section 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 Online Banking Website or Software) or your account agreement with us limit (please refer to the **Velo by East West Bank Fee Schedule** 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 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 **In Case of Errors or Questions about Your Electronic Transactions for Consumers** Section 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. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- e. "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.
- f. "External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account, if that option is made available to you.
- g. "Payment Instruction" is the information provided for a payment to be made under the External Transfer Service.
- h. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- i. "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.
- j. "Transfer Instruction" is a specific Payment Instruction that you provide to the External Transfer Service for a transfer of funds.

Online Wire Transfer Service

A. Wire Transfer Service Description

The Bank's Online Wire Transfer Service allows you to send a U.S. Dollar Wire Transfer from your eligible Velo by East West Bank account(s) to other account(s) held by you or another recipient at a domestic (United States) or international financial institution.

By enrolling in our Online Banking Service, you agree to these terms and conditions, and authorize us to automatically enable your eligible Velo by East West Bank account(s) for Domestic and International Wire Transfer Services through our browser based or mobile device based 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 Online Banking Services.**

1. Eligible Transfer From Account Types

- Velo Premier Checking Account
- Velo Student Checking Account

Your eligible Velo by 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

- Velo by East West Bank Accounts that do not meet eligibility requirements as defined by this Agreement or otherwise by the Bank.
- Accounts that are not held in an individual or joint (without restrictions) ownership capacity, including for example custodial and/or Trust Accounts.
- Accounts that have processing restrictions or that have otherwise been temporarily or permanently blocked by us from using the Wire Transfer Service.

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 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 **Velo by East West Bank Fee Schedule** for fee information).

4. Accessing the Wire Transfer Service

Access to our Wire Transfer Service is currently available via our Mobile Banking Service only, however, at our discretion, it may be made available in the future on our browser based Online Banking Service or other device. 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
Outgoing Wire Transfer	1:00 PM Pacific Standard Time

b. Wire Transfer Amount Limits

Service Type	Daily Limit	Rolling 30 Day Limit
Outgoing Wire Transfer	\$100,000 ¹	\$200,000 ²

¹ **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

² **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.
- You may view your current Transfer Limits by clicking the **Transfer Limits and Cutoff Times apply** link on the **Amount to Transfer** page in the Online Banking Mobile Application.
 - 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 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 Online Banking Service user with a valid User Name/ID and Password. You should not discuss or disclose your 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 from the Mobile Banking Services 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 Transfers

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. If applicable, you agree to and accept any foreign exchange rate (FX Rate) provided by us at the time the foreign transfer was sent; as well as any foreign exchange rate that may be applied by the beneficiary bank.

Currently, the Wire Transfer Service only supports sending U.S. dollar Wire Transfers. 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.

f. Fees and Payment Route

We may charge a fee when you use our Wire Transfer Service (please refer to the **Velo by East West Bank Fee Schedule** for information on fees that may apply). 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 also 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, 4th Floor
El Monte, CA 91731**

Alipay Transfer Service

A. Alipay Transfer Service Description

The Bank's Alipay Transfer Service allows you to transfer funds from your eligible Velo by East West Bank account(s) to your own or another individual's eligible Alipay linked bank account in mainland China. Use of the Alipay Transfer Service is limited to the permissible purposes available in the Alipay Transfer Service and as defined by this Agreement. (See Sections **A. 3. Eligible Recipients** and **A. 4. Eligible Transfer Purpose** of the **Alipay Transfer Service** Section of this Agreement for additional details.)

We are offering you the Alipay Transfer Service through one or more Service Providers that we have engaged to render some or all of the Alipay Transfer 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.

By enrolling in our Online Banking Service, you agree to these terms and conditions, and authorize us to automatically enable your eligible Velo by East West Bank account(s) for Alipay Transfer Services through our browser-based or mobile device-based Online Banking Services, subject to availability. **You are not obligated to use the Alipay Transfer Service, but you will be automatically enabled. If you do not want to be enabled for the Alipay Transfer Service, then you should not enroll in our Online Banking Services.**

1. Eligible Transfer From Account Types

- Velo Premier Checking Account
 - Must have a primary account mailing address in the United States.
- Velo Student Checking Account
 - Must have a primary account mailing address in the United States.

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

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

2. Ineligible Transfer From Account Types

- Velo by East West Bank Accounts that do not meet eligibility requirements as defined by this Agreement or otherwise by the Bank.
- Accounts that do not have a primary mailing address in the United States as defined in our records.
- Accounts that are not held in an individual or joint (without restrictions) ownership capacity, including for example custodial and/or Trust Accounts.
- Accounts that have processing restrictions or that have otherwise been temporarily or permanently blocked by us from using the Alipay Transfer Service.

If in doubt, you should contact us to verify if your account(s) is eligible for the Alipay Transfer Service.

3. Eligible Recipients

- Individual recipients with a qualifying mainland China bank account that is linked to an Alipay Account.
 - The mainland China bank account and the linked Alipay Account must be in good standing and eligible to receive international money transfers.

If in doubt, your intended recipient should contact Alipay or their mainland China bank to verify if they are eligible to receive international money transfers.

4. Eligible Transfer Purpose

- Use of the Alipay Transfer Service is limited to the following permissible transfer purposes:
 - **Home Remittance** – Allows you to send funds to relatives in mainland China that qualify as an Eligible Recipient.

- **Salary** – Allows you to send funds from your salary earned by working outside of mainland China (under an employment contract) to an Eligible Recipient in mainland China.
- By using the Alipay Transfer Service, we reserve the right to request, on our behalf and on behalf of our Service Providers, you to provide supporting documentation, before or after completion of the transfer, in order to verify and support the stated transfer purpose. The requested documents may include:
 - Pay stubs, bank statements, tax returns, wage or tax statements, birth certificate, notarization of kinship, and/or proof of financial support responsibility.

Failure to provide supporting documentation, if requested by us or our Service Providers, may result in your Alipay Transfer request being canceled or delayed.

5. 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 Online Banking Service, including Alipay 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 **Velo by East West Bank Fee Schedule** for fee information).

6. Accessing the Alipay Transfer Service

Access to our Alipay Transfer Service is currently available via our Mobile Banking Service only, however, at our discretion, it may be made available in the future on our browser-based Online Banking Service or other device. Regardless of how you access the Alipay Transfer Service, the same terms and conditions will apply.

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

7. Alipay Transfer Processing

a. Cutoff Times

We will start processing your Alipay Transfer the same Business Day if we receive your request before the cutoff time we establish from time to time.

- If we receive your Alipay Transfer request after the cutoff time, it may be processed on the following Business Day.

Service Type	Cutoff Time ¹
Outgoing Alipay Transfer	6:00 PM Pacific Standard Time

b. Alipay Transfer Amount Limits

Service Type	Per Transfer Limit	Annual Limit
Outgoing Alipay Transfer	¥ 50,000 ¹	¥ 500,000 ²

- ¹ **Per Transfer Limit** – the maximum CNY equivalent amount you can transfer from your Eligible Transfer From Account in a single Alipay Transfer.
- ² **Annual Limit** – the maximum aggregate CNY equivalent of foreign exchange transfers that an Alipay account can receive in a single calendar year. This limit is determined per receiving Alipay account by Alipay. If the receiving account has exceeded this limit, Alipay will be unable to process the transfer request.

c. Additional Information Regarding Limits

- The USD to CNY equivalent Per Transfer Limit value will be calculated at the time the transfer request is received, and will be based on the foreign exchange rate offered by us at that time.
- Each Alipay account can receive an aggregate of 5 foreign exchange transactions per month. This limit is monitored and enforced by Alipay. If the receiving account has exceeded this limit, Alipay will be unable to process your Alipay Transfer request.
- We are not obligated to accept, process and/or complete delivery of any Alipay Transfer request that will exceed the recipient’s transfer limits as determined by Alipay.
- Services and Limits are offered at the discretion of the Bank and our Service Providers, and may be changed or eliminated at any time without prior notice to you. Hence, the Alipay Transfer Service options and Limits made available to you may be different than listed above.
- Alipay 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.
 - See Section **7. b. Alipay Transfer Amount Limits** of the **Alipay Transfer Service** Section of this Agreement for additional details.

8. Alipay Transfer Business Days

Service Type	Business Day
Outgoing Alipay Transfer	Monday through Friday, except for federal banking holidays ¹

¹ At our discretion, some Alipay Transfer requests received on non-business days may be processed before the next Business Day.

9. Alipay Transfer Security Procedures

These security procedures are only to help prevent unauthorized access to your account. You must be an active Online Banking Service user with a valid User Name/ID and Password. You should not discuss or disclose your 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 Alipay Transfer activity. If you suspect that there is an error or issue with an Alipay Transfer, please notify us immediately.

- See Section **11. Errors or Questions** of the **Alipay Transfer Service** Section of this Agreement for additional details.

a. Recipient Alipay Transfer Instructions

- Prior to initiating your Alipay Transfer, you must provide us with information on the recipient, including their Full Name in Pinyin (as it appears on their Alipay Account) and their Alipay ID. This information will be used to initiate the Alipay Transfer instruction. You are solely responsible for ensuring the accuracy of the information provided, and by providing the information to us, you represent that you are authorized by the recipient to provide this information to us.

All recipients and Alipay Transfer Requests are subject to an internal review by us and our Service Providers, and may or may not be approved for processing. Review and verification of the Alipay Transfer Request may occur before or after the funds are debited from your Eligible Transfer From Account, and the Alipay Transfer Request may be rejected at any time prior to the funds being credited to the recipient's account.

- If the Alipay Transfer Request is rejected after the funds have been debited from your Eligible Transfer From Account, a USD amount equal to the original USD amount debited for the rejected Alipay Transfer request, will be refunded to your Eligible Transfer From Account.

After initiating an Alipay Transfer to a recipient we may, for your convenience and at our discretion, allow you to retrieve from the Mobile Banking Services your stored recipient information and Alipay Transfer instructions to initiate subsequent Alipay Transfers to the same recipient and Alipay ID. Again, you are solely responsible for ensuring the accuracy of the information prior to requesting the Alipay Transfer. Recipient information may be suspended or terminated by us, at any time and at our discretion. We and our Service Providers are under no obligation to honor an Alipay 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 Alipay 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 Alipay 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 Alipay Transfer request.

10. Alipay Transfer Service Additional Terms

a. Authorization

- When we receive an Alipay Transfer request from you, you authorize us to debit the funds from your Eligible Transfer From Account and transfer them to your designated recipient's Alipay-linked bank account in mainland China in accordance with your instructions.

b. Failure to Perform/Limitation of Liability

- We and our Service Providers will use reasonable efforts to process your Alipay Transfer request. However, we and our Service Providers 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 Alipay Transfer request;
- The Transfer From Account does not meet the ownership criteria, is closed, or contains restrictive codes that prevent us from fulfilling the Alipay Transfer request;
- The Alipay Transfer Service is not working properly;
- You have not provided us with the correct information, including but not limited to the recipient's Name and/or Alipay ID;
- The Alipay Transfer request exceeds the Per Transfer Limit, Annual Transfer Limit and/or the recipient's monthly transaction volume limit, as determined by Alipay;
- The recipient's Alipay Account is not linked to an eligible mainland China bank account;
- You or your recipient fail to provide documentation requested by us or our Service Providers in support of the stated transfer purpose or as deemed necessary to complete your Alipay Transfer request;
- The recipient's Alipay Account is deemed ineligible, for any reason, by us or our Service Providers to receive an international money transfer from our Alipay Transfer Service;
- The Alipay Transfer Request would violate applicable United States federal or state laws, rules or regulations, including the Office of Foreign Assets Control; or any foreign laws or rules applicable to our Service Providers and/or the receiver and their Alipay account; 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 for failing to perform any Alipay Transfer.

c. Identifying Name and Number

- We, our Service Providers, Alipay and/or any other bank involved in processing your Alipay Transfer may process your request based on the receiver's Name and/or Alipay ID alone. **If you provide an incorrect Name and/or Alipay ID for the recipient, you could lose the amount of the Alipay Transfer.**

d. Cancellation/Modification

- Once you have submitted an Alipay Transfer request you will have 30 minutes to request a cancellation, if applicable.
 - Upon submission of your Alipay Transfer request, you will receive a Request Confirmation email with detailed instructions on how to cancel your request, if applicable. Cancellation requests that are not made in accordance with these cancellation instructions, may not be honored.

Once we have begun processing your Alipay Transfer request, you will not have the right to cancel or amend your instruction.

You agree to hold us harmless from all claims and damages if we attempt (successfully or otherwise) to comply with your properly submitted cancellation request.

e. Alipay Transfer Foreign Exchange Rate

The U.S. dollar value of your Alipay Transfer and the foreign exchange rate displayed in our Mobile Banking Service at the time you successfully submit your Alipay Transfer request will determine the CNY transfer amount delivered to your recipient.

- The foreign exchange rate displayed is applicable only to that specific Alipay Transfer request. If you do not submit the request or otherwise cancel your request after submission, the foreign exchange rate will no longer be valid.

The foreign exchange rate for the Alipay Transfer Service is determined by us at our sole discretion, and may change at any time. By using our Alipay Service, you agree to and accept the foreign exchange rate (FX Rate) provided by us at the time you successfully submit your Alipay Transfer request.

f. Fees and Payment Route

We may charge a fee when you use our Alipay Transfer Service (please refer to the **Velo by East West Bank Fee Schedule** for information on fees that may apply). Fees or taxes imposed by other banks, Service Providers and/or Alipay may also reduce the amount the recipient receives. You are responsible for all fees and taxes, including our fees and any fees charged by other banks involved in the transfer.

We may also use any funds transfer system and/or Service Provider we believe reasonable to complete your request.

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 Alipay Transfer, the Service Provider(s) and/or recipient's bank may delay credit to the recipient due to their own internal policies and review process.

h. Alipay Transfer Status/Notifications

- We may, at our discretion, send email and/or SMS text notifications to you on the status of your Alipay 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 Alipay 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 an Alipay Transfer Request

- We and our Service Providers reserve the right to extend the time within which an Alipay Transfer request is processed, and/or to reject an Alipay Transfer request, for any reason and at our discretion.

j. Sharing Information with Service Providers

- By using the Alipay Transfer Service, you authorize us to share identifying personal information about you (such as your name, date of birth, address, Identification, nationality, and country of residence) with our Service Providers, for the sole purpose of processing your Alipay Transfer request.

k. Receiver Inquiries

- The Alipay Transfer recipient is not our customer for the purposes of this Alipay Transfer Service. If the recipient has a question regarding their Alipay Account, including their international money transfer limits and/or eligibility to receive a transfer, they should contact Alipay.

l. Alipay Transfer Rules and Laws

- Use of the Alipay Transfer Service is subject to all applicable U.S. federal and state laws, regulations, rules and funds transfer arrangements, including all regulations of the Office of Foreign Assets Control, as may be applicable; and any foreign laws or rules applicable to our Services Providers and/or the receiver and their accounts. Any transfers initiated using our Alipay Transfer Service that violate the foregoing are prohibited.

m. Definitions

- "Eligible Transfer From Account", is as defined in Section **A.1. Eligible Transfer From Account Type** of the **Alipay Transfer Services** Section of this Agreement.
- "Eligible Recipients", is as defined in Section **A.3. Eligible Recipients** of the **Alipay Transfer Services** Section of this Agreement.
- "Eligible Transfer Purpose", is as defined in Section **A. 4. Eligible Transfer Purpose** of the **Alipay Transfer Services** Section of this Agreement.

11. Errors or Questions

In case of error or questions about your Alipay 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, 4th 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 Velo by East West Bank account(s). Certain features of the Bill Payment Service may be available on our browser based Online Banking Service only, although the general features are available on both our Mobile and Online Banking Services.

In order to use the Bill Payment Service, you have to be an Online Banking Service customer of Velo by East West Bank and each person must have a unique email address, even if they are joint account owners.

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

- Velo Premier Checking Account
- Velo Student Checking Account
- Other checking, savings, money market checking, and money market savings accounts held at East West Bank, if access is available through Online Banking Services.

Your eligible Velo by East West Bank account(s) will be auto-enabled for the Bill Payment Service when you choose to access the feature in the 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

- Velo by 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
- Custodial and/or Trust Accounts
- Business 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 Bill Payment Service due to restrictions specific to your Velo account or your activity related to the Bill Payment Service. 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 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 **Velo by East West Bank Fee Schedule** for fee information).

4. Bill Payment Limits

a. Single Payment Limit

Service Type	Single Payment Limit
Bill Payment Service	\$99,999 ¹

¹ **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.
- You may view your current Bill Payment Limits by clicking the **Delivery Times and Transfer Limits Apply** link on the **Bill Pay** screen in the Online Banking Mobile Application.
 - See Section **A. 8. b. Payment Authorization and Payment Remittance** and Section **20. Service Termination, Cancellation, or Suspension** of the **Transfer Services** 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 Standard Time

6. Payment Scheduling

The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the 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 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 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 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 Online Banking Website or Software website 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 **In Case of Errors or Questions about Your Electronic Transactions for Consumers** Section 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 **Velo by East West Bank Fee Schedule** 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 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.

k. 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.

l. 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 Services** 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 17 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 the [Unauthorized Transactions in Your Consumer Accounts](#) Section of this Agreement for details.

16. Errors, Questions, and Complaints

See the [In Case of Errors or Questions about Your Electronic Transactions for Consumers](#) Section 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 Online Banking Website or Software) or your account agreement with us (please refer to the **Velo by East West Bank Fee Schedule** 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 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 **In Case of Errors or Questions about Your Electronic Transactions for Consumers** Section of this Agreement for details.

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 of 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 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, also referred to as "Snap Check", allows you to make deposits of checks ("original checks") to your designated eligible accounts from your mobile device by scanning the original paper checks and delivering the digital images 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 Online Banking Agreement, and your enrollment in our Online Banking Service and use of our Mobile Deposit Service constitutes your agreement to these terms and conditions.

1. Eligible Transaction Account Types

- Velo Premier Checking Account
- Velo Student Checking Account
- Other checking, savings, money market checking, and money market savings accounts held at East West Bank, if access is available through Online Banking Services.

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

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

2. Ineligible Transaction Account Types

- Velo by 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
- Custodial and/or Trust Accounts
- Business 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 Velo 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 currently available via our Mobile Banking Service only.

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 BEFORE the Cutoff Time	9:00 PM Pacific Standard Time	By the 2 nd Business Day after the day of deposit
Business Day AFTER the Cutoff Time	9:00 PM Pacific Standard Time	By the 3 rd Business Day after the day of deposit
Non-Business Day ¹	Any time	By the 3 rd Business Day after the day of deposit ¹

¹ **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 2nd 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.

5. Mobile Deposit Limits

a. Mobile Deposit Amount Limits

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

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

² **Rolling 30 Day Limit** – the maximum dollar amount you can deposit to your Eligible Transfer 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 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).
- 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.

h. 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.

i. 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 **Velo by East West Bank Fee Schedule** for information on fees that may apply).

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.

j. 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.

k. 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.

l. 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.

m. Limitations on Liability

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

n. 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 Online Banking Agreement and applicable laws, rules and regulations.

o. 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 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, 4th Floor
El Monte, CA 91731**

Information Authorization

Through your enrollment in or use of our 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 or Alipay Transfer Services, to authenticate you when you log in, to send you information about our 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 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 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 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 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 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 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 Online Banking Services, including the External Transfer and Bill Payment Services, or the portion of our 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 Online Banking Website or Software, including the External Transfer and Bill Payment Services, or interfere or attempt to interfere, with 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 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 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 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 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 Online Banking Website or Software, sending you an in-product message within the 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 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 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 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 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 Online Banking 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 Online Banking services offered and/or related applications or material, and any such additions or amendments shall be part of and subject to this 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 Online Banking service(s) impacted, and/or related applications and material, and limit access to only the Online Banking Services' more recent revisions, updates, upgrades or enhancements.

Cancellation

Your Online Banking Service remains in effect until it is terminated by you or the Bank. You may cancel your 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 Online Banking Services only for bona fide and lawful purposes. We may suspend or terminate your participation in the 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 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 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 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 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 Online Banking Services for a period of time after being notified by the Bank; or (e) following initial enrollment you do not use the Online Banking Service, after being notified by the Bank, we may automatically suspend or terminate the 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 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 Online Banking Agreement for payments we've processed on your behalf.

Cancellation of your 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 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 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 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 Online Banking 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 **Unauthorized Transactions in Your Consumer Accounts** Section of this Agreement regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

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.

Notify us **AT ONCE** if you believe another person has improperly obtained your Online Banking 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 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, 4th Floor
El Monte, CA 91731**

If your Online Banking 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 Online Banking 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.

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

Contact 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 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 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 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. 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 Online Banking Service, including Bank-to-Bank External Transfer, Internal Transfer, Wire Transfer, Alipay 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 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.

Arbitration

WE OR YOU MAY REQUIRE THAT ANY DISPUTE RELATING TO THIS AGREEMENT OR THE 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 ONLINE BANKING WEBSITE AND SOFTWARE ARE PROVIDED "AS IS" AND WITHOUT WARRANTY, 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 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 ONLINE BANKING WEBSITE OR SOFTWARE, OR THE 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 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 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 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 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 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 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 Online Banking Website or Software through which the External Transfer Service is offered, the technology related to our 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 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 Online Banking Website or Software, including the portion of our 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 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 Online Banking Website or Software website. 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 Online Banking Website or Software may send cookies to users that we do not control. You may link to the home page of our Online Banking Website or Software. However, you may not link to other pages of our Online Banking Website or Software without our express written permission. You also may not "frame" material on our Online Banking Website or Software without our express written permission. We reserve the right to disable links from any third party sites to our 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 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 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 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 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 Online Banking Service. Apple is not responsible for addressing any claims by you or any third party relating to the Online Banking Service or your possession or use of the Online Banking Service, including, but not limited to: (i) product liability claims; (ii) any claim that the 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 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 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 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 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 Online Banking Services, your violation of the Online Banking Agreement, or your infringement or violation of the rights of others. The obligations contained in the preceding sentence will continue after the 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 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.velobank.com for specific terms and conditions.

By enrolling for our 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 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 **1.833.468.8356** or online at talk2us@velobank.com.