



## **Account Aggregation Agreement**

### **General**

This Account Aggregation Agreement ("Account Aggregation Agreement") explains the additional terms and conditions governing the Account Aggregation Services offered through the East West Bank Online Banking Center. By using the Account Aggregation Service you agree to abide by the terms and conditions of this Account Aggregation Agreement, in addition to the terms and conditions disclosed in the Online Banking Agreement. This Account Aggregation 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 Agreement, the words "you" and "your" refer to the user of the Account Agreement Service. The words "we," "us," "our," and "Bank" refer to East West Bank.

### **Acceptance of Agreement**

By using the Account Aggregation Service you agree to abide by the terms and conditions of this Account Aggregation Agreement, in addition to the terms and conditions disclosed in the Online banking Agreement.

When you elect to sign up for the Account Aggregation Service electronically and click on the "I Accept" button, you agree to accept the terms and conditions of this Account Aggregation Agreement including any future amendments to the Account Aggregation Agreement or changes in the Terms.

If you do not agree to all of the terms in the Account Aggregation Agreement, click on the "I Decline" button. If you do not accept the terms of the Account Aggregation Agreement then you will not be permitted to use the Service.

We may change this Account Aggregation 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 e-mail. If you use the Account Aggregation Service after the effective date of a change, your use indicates that you agree with the change(s).

### **Authorization**

You authorize East West Bank and its service providers to access the third-party web sites and accounts you designate to retrieve account information on your behalf, and you appoint us as your agent for this limited purpose. In addition, you hereby grant East West Bank and its service providers a limited power of attorney, and you hereby appoint East West Bank and its service providers as your true and lawful attorney-in-fact, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access third party web sites, retrieve account information, and use your information, for the purpose of accessing your accounts and operating the Service, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person.

You agree that third-party providers are entitled to rely on the authorizations, agency and power of attorney granted by you to us when you accepted the terms and conditions of the Account Aggregation Agreement.

YOU AGREE AND ACKNOWLEDGE THAT WHEN WE ACCESS AND RETRIEVE INFORMATION FROM THE THIRD PARTY WEB SITE, WE ACT AS YOUR AGENTS, AND NOT THE AGENTS OR ON BEHALF OF THE THIRD PARTY.

### **Account Ownership and Authority**

You represent that you are a legal owner of the accounts at the third party web sites that you include in the Service and that you have the authority to designate us as your agent, use the Service, and give us your passwords, usernames and all other information that you provide to us.

### **Balance and Other Information**

You understand that the account balance and other information reflected in the Service will be effective as of the most recent system update. The information may not be accurate if the update was not successfully completed or the information obtained during the update from the third party is otherwise not accurate or current. Data and other information is provided for informational purposes only, and is not intended for trading or transactional purposes.

### **Alert Service**

The alerts service enables you to receive a notice via e-mail or other devices concerning available information in your Third-Party Accounts. You can set alerts for each of your Third-Party Accounts registered on the Financial Dashboard. You are responsible for determining the criteria that governs the alert and the alert will be sent to you based upon the instructions you provide to us. Your instructions are neither reviewed nor verified by East West Bank prior to or following activation of any alert. At any point, you can enable or disable an alert, or delete the alert altogether.

You understand and accept that an alert is transmitted electronically and you acknowledge that you have no expectation of privacy with respect to such information. You acknowledge that the information in the alert is unencrypted, may include your name and information pertaining to your account(s), and can be accessed, used, or misappropriated by unintended third-party recipients. East West Bank is not responsible for any unauthorized use or misappropriation of any and all information transmitted through the alert. Additionally, we do not guarantee the delivery or the accuracy of the contents of each alert. You acknowledge and agree that delivery of an alert may be delayed or prevented by factor(s) outside our control and we shall not be liable for any losses or missed opportunities incurred by you due to the delayed, non-delivery or misdirected delivery of an alert.

This service is provided as a convenience to you for information purposes only. East West Bank reserves the right to terminate its alert service at any time without prior notice to you, and shall not be liable for any direct, indirect, special, incidental, or consequential damages caused by (a) non-delivery, delayed delivery, or the misdirected delivery of an alert; (b) inaccurate or incomplete information in an alert; or (c) your reliance on or use of the information provided in an alert for any purpose. We do not currently impose a fee for this service but East West Bank retains the right to charge fees at a later date if we provide you with a notice of such change-in-terms.

### **Other Agreements**

Using the Service will also be affected by the agreements between us and you for your East West deposit accounts, credit cards, and loans, including the Bank's Deposit Agreement, and the Account Terms Disclosure(s) for your accounts. Using the Service does not change the agreements you already have with us on those accounts. You should review those agreements for any applicable fees, for limitations on

the number of transfers you can make, and for other restrictions that might impact your use of an account with the Service. The terms and conditions of any other such agreements govern the terms and conditions of this Account Aggregation Agreement except that in the event of a conflict, the terms and conditions of this Account Aggregation Agreement shall govern; provided, however, that in the event of a conflict between the terms and conditions of this Account Aggregation Agreement and the Online Banking Agreement, the terms and conditions of the Online Banking Agreement shall govern.

### **Updating Records**

You agree to promptly update your registration records if your e-mail address or other information changes. You may update your records, such as your e-mail address, by selecting the "Edit Your Profile" section within the Account Aggregation Service. You are responsible for the accuracy of all of the information you input, and agree that we may rely on the information you provide, without further verification, when processing requests you initiate through the Service.

YOU AGREE THAT EAST WEST BANK SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION YOU HAVE PROVIDED TO US.

### **Cancellation**

Your Service remains in effect until it is terminated by you or East West Bank. You may cancel your Service at any time by notifying us of your intent to cancel in writing, through Online Banking Center e-mail, or by calling your branch, and your Service will be cancelled after East West Bank has had a reasonable opportunity to act upon your cancellation request. You agree to use the Account Aggregation Service only for bona fide lawful purposes. We may suspend or terminate your participation in the Service 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) we have reason to believe may not be authorized by you; (c) would violate any law, rule or regulation applicable to us, the Account Aggregation Service, you or any other party; (d) is not in accordance with any other requirement stated in this Account Aggregation Agreement or Online Banking Agreement, any other applicable agreement with us, or any of our policies, procedures or practices; or (e) for our protection or yours, we have reasonable cause not to honor.

We reserve the right to refuse to honor an instruction or suspend or terminate your Service, in whole or in part, at any time, 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; or (b) we believe your Service is not being used for its intended, bona fide and lawful purposes under this Account Aggregation Agreement or Online Banking Agreement; (c) your account is closed, access to your account is restricted for any reason, or if you do not use this Account Aggregation Service for a period of time after being notified by the Bank; (d) following initial enrollment you do not use the Account Aggregation Service, after being notified by the Bank, we may automatically suspend or terminate the Service without further notice to you.

Termination will not affect your liability or obligations under this Account Aggregation Agreement or the Online Banking Agreement for actions we've taken on your behalf.

### **Access to Account Information for Non-East West Bank Accounts**

You understand and agree that, in order to provide the Service, it is necessary for East West Bank to access other financial institutions', credit unions', and brokerage companies' Web sites and data bases containing information regarding your accounts and financial relationships as designated by you

("Account(s)"), on your behalf, to retrieve information as requested or authorized by you. By using the Service, you agree to authorize East West Bank to access such Account(s) to retrieve such information as requested or authorized by you, or for any other purpose authorized by this Agreement. You represent and warrant that the information you are providing us with is true, correct and complete. You represent and warrant to us that you have the right to authorize and permit us access to your Account(s), you assure us that by disclosing the information to us and by authorizing us to use such information to access your Account(s), you are not violating any third party rights. You hereby authorize and permit East West Bank to use any information submitted by you to East West Bank (such as account passwords and user names) to accomplish these purposes and to configure the Service to be compatible with the Account(s).

You understand and agree that at all times your relationship with each Account(s) provider is independent of East West Bank and your use of the Service. East West Bank will not be responsible for any acts or omissions by the financial institution or other provider of any Account(s), including without limitation any modification, interruption or discontinuance of any Account(s) by such provider.

### **Liability**

You agree that we are not liable for any errors or delays in the information provided by the Service, or for any actions taken in reliance thereon. The Service provides links to selected institutions for your convenience only. We do not endorse or recommend the service of any institution. The institution you select is solely responsible for its services to you.

When using the Service, you have the ability to directly connect to a third-party web site. Transactions and inquiries you initiate at such a site are not made through the East West Bank Account Aggregation Service, and we have no responsibility for such transactions. You are responsible for all fees charged by the third-party in connection with such transactions and accounts, and you agree to comply with the terms and conditions of those accounts. If you have a dispute or question about any transactions on such site, you agree to direct your questions to the account provider.

YOU AGREE THAT EAST WEST BANK SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) EAST WEST BANK'S ACCESS TO THE ACCOUNT(S); (2) EAST WEST BANK'S RETRIEVAL OF OR INABILITY TO RETRIEVE INFORMATION FROM THE THIRD PARTY ACCOUNT PROVIDER OR ITS WEBSITES; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION PROVIDED BY THE THIRD PARTY ACCOUNT PROVIDER; (4) ANY CHARGES IMPOSED BY THE THIRD PARTY ACCOUNT PROVIDER; AND (5) YOUR USE OF THE SERVICE.

We are not responsible for any Internet access, Internet Service Provider, financial software or other product or service relating to your computer 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 Service. 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, modem or telephone service.

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

The East West Bank Web site may contain links to other Web sites ("Linked Sites"). Such links are provided solely as a convenience for you. While East West Bank will attempt to select and provide links to Linked Sites that it believes may be of interest to its customers, East West Bank does not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that East West 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.

## **No Unlawful or Prohibited Use**

As a condition of using the Service, you warrant to East West Bank that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these representations or warranties will remain in full force and effect even if this Agreement terminates for any reason.

## **Exclusion of Warranties**

THE ACCOUNT AGGREGATION SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above limitations may not apply to you.

## **Indemnity**

You agree to indemnify and hold harmless East West Bank, our subsidiaries and affiliates, successors and assigns, all officers and employees thereof, and our service providers ("Related Persons"), from any and all third party actions, claims, liability, 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 Service, your violation of this Account Aggregation Agreement or 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 Service is terminated. This section does not apply to any cost or damage attributable to East West Bank's or our Related Persons' gross negligence or intentional misconduct.

## **Fee Schedule**

Please refer to the "Online Banking Agreement".