Electronic Consent

General

To electronically enroll for and use East West Bank's online services through East West Bank's Online Banking Service, including without limitation its Bill Payment Service, Bank-to-Bank Transfer Service, Account Aggregation Service, and Mobile Banking Services (collectively, “Online Banking Service(s)”)) via the Internet, you must consent to: (1) having your checking/deposit account(s) debited and, if applicable, credited, electronically to pay for transfers you initiate through the Online Banking Service and any other applicable fees and charges; (2) using an electronic signature that evidences your identity; (3) East West Bank obtaining personally identifiable information from you and sharing it with its third-party service providers to authenticate your identity and provide verification and validation services in connection with your enrollment for and use of the Online Banking Service and as allowed by law; (4) electronically confirming that you meet our minimum system requirements; and (5) receiving all required disclosures, notices and statements, including any changes in terms, in electronic form (either posted to our website or in an e-mail to you, at East West Bank’s option).

If you have requested the Bank to complete your Online Banking Service(s) registration and indicate your acceptance of this agreement on your behalf, you agree that upon your first login to the Online Banking Service you will confirm that you are able to access, read and retain a copy of the Bank's Online Banking Agreement, and any other electronically delivered disclosures or Agreements, prior to using the service. If you are unable to do any of these functions, you agree to discontinue use of the service and immediately contact the Bank for assistance. Your authorization to use the Bank’s Online Banking Services is contingent upon your ability to access, read and retain our electronic disclosures, notices and statements.

Categories of Communications

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

This Electronic Consent.

Records of funds transfers and other transfers, including transaction confirmations.

Customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Online Service.

Initial, periodic or annual statements, disclosures or notices relating to any transfers initiated through the Online Banking Service, account debits and credits, and Online Banking Services we offer or render at our website, including, but not limited to, any statement, notice or communication that may be required by the Electronic Fund Transfers Act, the Gramm-Leach-Bliley Act, or other applicable laws and regulations.

Any notice or disclosure regarding the imposition of a fee for the Online Banking Service or any notice or disclosure regarding the imposition of any fee for an electronic debit returned for any reason, such as insufficient funds or as a result of a stop payment order.

Any change in the terms, conditions or rules applicable to the Online Banking Service.

Privacy statements or notices.
Any other statements that we are legally required to provide to you including without limitation transfer receipts.

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

Delivery of Electronic Communications

Communications may be posted on our website and/or delivered to the email address you provide. If we post a Communication only at the website, we will inform you of its availability at the website via an e-mail sent directly to you. In such instances, we will leave such Communication posted at the website for at least 90 days from the date it first becomes available or from the date the notice was sent alerting you of the Communication, whichever is later.

Hardware and Software Requirements

To electronically enroll for and use the Online Banking Service(s), including to access and retain Communications, you will need an Internet Service Provider and a browser that supports 128-bit encryption. The Service is compatible with Internet Explorer, Google Chrome, Mozilla Firefox and Apple Safari. For best performance, we recommend using the newest certified release of the browser.

In order to keep copies of information provided as a result of your use of the Online Banking Service, you will need to have access to a printer or have the ability to download information.

Manner of Consent; How to Withdraw Consent

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

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

Obtaining Paper Copies

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

Updating Your Information Needed to Contact You Electronically

In the event that your e-mail address or other information that we need to contact you electronically is changed, you must notify us of such changes immediately by logging on to our website and selecting “Change E-mail Address” under the “User Options” tab or writing to us at Attn: Online Banking 9300 Flair Dr. 4th floor. El Monte, CA 91731.
If you fail to update or change an incorrect e-mail address, you understand and agree that any Communications shall nevertheless be deemed to have been provided to you if they were e-mailed to the e-mail address we have for you in our records or made available to you in electronic form at our website.

**Communicating in Writing; Retain Copy for Your Records**

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

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