



## ONLINE BANKING AGREEMENT

### General

This Online Banking Agreement ("Online Banking Agreement") for accessing your accounts and loans via East West Bank's Online Banking Service explains the terms and conditions governing the online banking services offered through the East West Bank Online Banking via our website, including without limitation Bill Payment Services, Bank-to-Bank Transfer Services, Popmoney<sup>®</sup> Services, Account Aggregation Services, and Mobile Banking Services (collectively, "Online Banking Service(s)"). East West Bank may, from time to time, introduce new Online Banking Services and we will update our website to include them. By using any of the services offered through Online Banking you agree to abide by the terms and conditions of this Online Banking Agreement at that time. 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 user of the Online Banking Service(s). The terms "we," "us," "our," and "Bank" refer to East West Bank.

### Acceptance of Agreement

By using any of the services offered through Online Banking you agree to abide by the terms and conditions of this Online Banking Agreement at that time. A written copy of the Online Banking Agreement will be made available to customers in a form that you may keep.

When you elect to sign up for the Online Banking Service electronically and click on the "I Accept" button, 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.

If you do not agree to all of the terms in the Online Banking Agreement, click on the "I Decline" button. 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. 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 Online Banking Service after the effective date of a change, your use indicates that you agree with 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. During these times, you may use the telephone voice response unit, an East West ATM or a branch to conduct your transactions.

Our business days are Monday through Friday, except for federal banking holidays.

A transfer between linked East West Bank accounts, initiated through Online Banking before 8 PM (Pacific Time) on a business day is posted to your account the same day. All transfers between linked East West Bank accounts completed after 8 PM (Pacific Time) on a business day or on a Saturday, Sunday or banking holiday will be posted on the next business day.

For transfer cutoff times related to the Online Banking Bank-to-Bank Transfer Service please refer to the terms and conditions of the Online Banking "Bank-to-Bank Transfer Service Agreement".

## Other Agreements

Accessing your accounts through Online Banking, or using any of the Online Banking Services, will also be affected by the agreements between us and you for your East West deposit accounts, credit cards, and loans. When you access accounts online, or initiate transactions and/or requests using Online Banking, this does not change the agreements you already have with us on those accounts. For example, when you use Online Banking to access your checking account, you do so under the terms and conditions we gave you in the Deposit Agreement and Account Terms Disclosure 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 with Online Banking. 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

East West Bank's Online Banking allows you to access your accounts from various devices, such as personal computer, mobile phone or tablet. Prior to accessing your accounts for the first time, you must enroll in Online Banking Services by completing the registration form online and defining your username (sometimes referred to as access ID) and Password.

To protect your accounts from unauthorized access, when you login to Online Banking for the first time, you will be prompted to register your phone number(s) and e-mail address. Additionally, you will be asked to select the contact method(s) (text, voice, e-mail) that the Bank may use to authenticate your identity and provide a one-time passcode in the event you forget your password or username, or request to access Online Banking from a computer/access device not previously registered. You agree to be responsible using the Online Banking "My Profile" function to maintain and update your registered phone number, e-mail address and preferred contact method, as needed. Finally, you will be prompted to register the computers or access devices that you will be using to access Online Banking Services. Each time you login to Online Banking from a computer/access device not previously registered, you will be required to enter a one-time passcode before you can access your accounts.

The Online Banking registration process and/or Service and Security Features may change from time to time upon notice to you at the time of login to Online Banking or as otherwise described in the Changes to Agreement section of this Agreement.

After you have completed the registration process, entered your username and password, and completed the "Enhanced Login Security" process, you may access Online and Mobile Banking to perform the following functions:

### Features / Online Banking Services

Feature	Online Banking	Mobile Banking			
		SMS Banking	Mobile Web	Phone Apps	Tablet Apps
View current balance information for your linked East West Bank checking, money market, savings and CD accounts.	x	x	x	x	x
View outstanding loan balances for your East West Bank Overdraft Protection, and Home Equity Line of Credit	x	x	x	x	x

## Features / Online Banking Services (cont'd)

Feature	Online Banking	Mobile Banking			
		SMS Banking	Mobile Web	Phone Apps	Tablet Apps
Review transaction activity for the current statement cycle and one prior statement cycle for your linked checking, savings or money market deposit accounts.	x	x	x	x	x
Transfer funds between your East West Bank accounts that are linked through the Online Banking.	x	x	x	x	x
Export transaction data to personal finance software such as Money and Quicken	x				
View paid checks online	x		x	x	x
Place a stop payment	x				
Make special bank service requests for the following items:					
• Re-Order checks	x				
• Order copies of paid checks	x				
• Order copies of monthly checking or saving statements	x				
• Submit address changes	x				
• Send us e-mail messages and questions regarding your Online Banking access	x				
<b>Services that have additional terms and conditions and currently have separate agreements:</b>					
Pay bills	x		x	x	x
Transfer funds between your East West Bank accounts and your qualified accounts held at other financial institutions using the Bank-to-Bank Transfer feature in Online Banking	x				
Transfer funds between your East West Bank accounts and accounts owned by third-parties held at East West Bank and other financial institutions using the Popmoney Transfer feature in Online Banking	x			x	x
View and retrieve certain information you have available at various websites you designate using the Account Aggregation feature	x				
Deposit checks				x	x

### Online Banking Account Registration Restrictions

There are certain types of accounts and account ownerships that are not allowed to have online access. If you request to have online access to an account that does not qualify, you will be notified by the Bank of the ineligibility. East West Bank accounts linked for transfer ability must have the same ownership. Additional authorizations may be required from all account holders to link accounts that do not have the same ownership.

## **Preauthorized Transfers and Notices; Statements**

We will provide notice to you within two (2) business days after the date on which the debit to your account for a Preauthorized Transfer was scheduled to occur that it did occur (or, alternatively, that the payment or transfer did not occur).

You will also receive your monthly East West 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.

## **Stop Payment Orders (on us)**

If a check written on your account, ACH debit, or electronic transaction initiated by the use of a check (e.g., point of purchase "POP", etc.) has not yet been paid, any authorized signer on the account and/or any individual authorized to access your account through Online Banking or our Automated Telephone Transfer service may be able to prevent its being paid by initiating a stop payment order, irrespective of who signed the check or how many authorized signatures were required on the check.

A stop payment may not be placed on an external funds transfer already initiated through the Online Banking Bank-to-Bank Transfer Service. Please refer to the Right to Cancel a Transfer terms and conditions section of the "Bank-to-Bank Transfer Service Agreement" for additional information.

A stop payment may not be placed on an external funds transfer already initiated through the Online Banking Popmoney Transfer Service. Please refer to the Right to Cancel a Transfer terms and conditions section of the "Popmoney Service Agreement" for additional information.

To be effective, a stop payment must be received in sufficient time to enable us to act on it. For ACH and Online Bill Payment transactions we must receive your request three (3) business days or more before the payment is scheduled to be made. Our records will be conclusive evidence of the existence and details of any stop payment initiated by you. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after your call. An oral stop-payment order may cease to be binding after fourteen (14) days if you fail to provide a required written confirmation upon request by the Bank.

Stop Payments initiated using Online Banking are not considered accepted until we provide a stop payment confirmation number to you. The ability to place a stop payment through Online Banking or Automated Telephone Transfer service may be limited by system availability. If the system is not available to accept your stop payment order, the stop order may be placed by contacting any East West Bank branch during normal business hours.

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

A fee may be charged for each stop payment order or renewal thereof (See Fee Schedule).

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

## **Bill Payment**

East West Bank offers Bill Payment services through Check Free Services Corporation. Should you elect to use this service, you agree to abide by Check Free Services Corporation's terms and conditions of the "Bill Payment Service Agreement", in addition to the terms and conditions contained in this Online Banking Agreement. The terms and conditions of the "Bill Payment Service Agreement" can be viewed when you first

register for Bill Pay and can also be found on East West Bank's website. In the event of a conflict between the terms and conditions of this Online Banking Agreement and the terms and conditions of the "Bill Payment Service Agreement", the terms and conditions of the Online Banking Agreement shall govern.

### **Transfers Outside of East West Bank (Bank to Bank Transfers)**

Through our Online Banking Bank-to-Bank Transfer Service, East West Bank offers funds transfer services between eligible linked personal accounts at East West Bank and certain eligible deposit or investment accounts at other financial institutions. Should you elect to use this service, you agree to abide by the terms and conditions of the "Bank-to-Bank Transfer Service Agreement", in addition to the terms and conditions contained in this Online Banking Agreement. The terms and conditions of the "Bank-to-Bank Transfer Service Agreement" can be viewed when you first register for the Bank-to-Bank Transfer Service and can also be found on East West Bank's website.

### **Popmoney (Pay Other People)**

Through our Online Banking Popmoney Service, East West Bank offers funds transfer services between eligible linked personal accounts at East West Bank and certain eligible deposit accounts owned by third-parties at East West Bank other financial institutions. Should you elect to use this service, you agree to abide by the terms and conditions of the "Popmoney Service Agreement", in addition to the terms and conditions contained in this Online Banking Agreement. The terms and conditions of the "Popmoney Service Agreement" can be viewed when you first register for the Popmoney Service and can also be found on East West Bank's website.

### **Account Aggregation**

Through our Online Banking Account Aggregation Service, you are able to view, retrieve, and maintain information you have available at various banks, financial institutions and investment firms. Should you elect to use this service, you agree to abide by the terms and conditions of the "Account Aggregation Agreement", in addition to the terms and conditions contained in this Online Banking Agreement. The terms and conditions of the "Account Aggregation Agreement" can be viewed when you first register for the Account Aggregation Service and can also be found on East West Bank's website.

### **Mobile Deposit**

Through our Mobile Deposit Service, you are able to deposit funds into your accounts by taking pictures of the checks and delivering the digital images and associated deposit information to us, using your mobile device. Should you elect to use this service, you agree to abide by the terms and conditions of the "Mobile Remote Deposit Services Agreement", in addition to the terms and conditions contained in this Online Banking Agreement. The terms and conditions of the "Mobile Remote Deposit Services Agreement" can be viewed when you first access the Mobile Deposit Service and can also be found on East West Bank's website.

### **Joint Accounts**

The terms of this Online Banking Agreement extend to all joint account owners. All joint account owners must be owners (signers) on the designated joint account and each account owner must have a unique Online Banking username and password. Each account designated for Online Banking can be accessed via Online Banking by any one of the joint owners, and you agree that East West Bank may act on the verbal, written or electronic instructions of any authorized signer.

Joint owners are subject to the joint tenancy rules contained in the Deposit Agreement. Accounts that require two or more signatures are not eligible to be accessed through Online Banking. Any account owner may discontinue his/her own Online Banking Services.

## **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 e-mail. Our website 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. If you use Online Banking after the effective date of a change, your use indicates that you agree with the change(s).

## **Cancellation**

Your Online Banking Service remains in effect until it is terminated by you or East West Bank. You may cancel your Online Banking Service at any time by notifying us of your intent to cancel in writing, through an Online Banking 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 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 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; (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 East West Bank account; (d) your East West 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 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 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, Bank-to-Bank Transfer Service, Popmoney Service, Account Aggregation Service, Mobile Deposit Service and any other Online Banking and Mobile Banking Services.

## **E-mail**

Sending e-mail through the secured section of the East West Bank Online Banking Service is a way to communicate with the customer service department of the Bank. You may access forms to request address changes, order checks, order copies of paid items and past statements, or for you to ask questions about your account(s) or give comments on your online service. These e-mail forms are accessible after you sign on with your password to a secure session of Online Banking. To ensure the security of your account

information, we recommend that you use only these e-mail forms when asking specific questions about your account(s). You cannot use e-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within Online Banking or contact your branch.

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

Federal regulations limit the number of preauthorized electronic funds transfers and telephone transfers from Money Market deposit and/or Savings accounts; this includes Online Banking transactions. You are limited to six withdrawals and transfers each calendar month or statement cycle through a combination of preauthorized electronic transfers, telephone instructions, or by check, draft, debit card, or similar order made by you and payable to third parties. Each transfer or payment through Online Banking from your Savings or Money Market deposit account is counted as one of the six limited transfers you're permitted each statement period. (For information on these accounts, see our Deposit Agreement and Account Terms Disclosure). We charge a fee for each transaction in excess of this limit (refer to the East West Bank [Fee Schedule](#) for fees). However, payments to your East West Bank Loans are not counted toward this limit for Money Market deposit and Savings accounts. You should not use a Money Market deposit or Savings account as your bill payment account because of these restrictions.

### **Preventing Misuse of Your Account**

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 East West Bank.

The username and password that is used to gain access to East West Bank Online Banking should be kept confidential. If you give someone your password, 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 username, password, account numbers and other account data confidential. Neither East West Bank nor any company affiliated with East West Bank will contact you via e-mail or phone requesting your Online Banking username 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, notify us **AT ONCE**.

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

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 **1.888.895.5650** 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  
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**

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

Send us an e-mail by filling out the appropriate e-mail form accessible after signing on with your password to a secure session. For questions or errors about Online Banking transfers between your East West Bank accounts or Bank-to-Bank Transfers between your East West account and a linked external account you should click the "Customer Services" button and select the "General Inquiries Secure E-mail" option.

OR

Contact Online Banking Support, phone **1.888.895.5650**.

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.
- For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.
- For a Bank-to-Bank Transfer, tell us the sending and receiving account numbers, date the Bank-to-Bank Transfer was initiated, and the transfer amount.
- For a Popmoney Transfer, tell us the sending or receiving account numbers, date the Popmoney Transfer was initiated, and the transfer amount. Additionally, if sending funds, tell us how the Popmoney transfer was to be received: 1) if by email, provide the email address, 2) if by mobile number, provide the mobile number and, 3) if by account number provide the receiving financial institution and account number.

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 will be responsible, as applicable, for returning any improperly transferred funds and/or for redirecting any misdirected funds to the proper account, and 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, Bank-to-Bank Transfer, Popmoney Transfer or bill payment. If a legal order directs us to prohibit withdrawals from the account. If your account is closed or if it has been frozen. If the transfer, Bank-to-Bank Transfer, Popmoney Transfer or bill payment, 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 provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a Bill Payment, external Bank-to-Bank Transfer or Popmoney Transfer. If you have not properly followed the instructions for using East West Bank's Online Banking, including Bank-to-Bank Transfer, Popmoney Transfer and Bill Payment. 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 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, device, modem or telephone service.

### **Additional Information for Business Customers**

By using the services offered through the East West Bank Online Banking Service, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions, which are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we have had a reasonable opportunity to act on such notice).

You agree that we may send notices and other communications, including password confirmations, to the current address and/or e-mail address shown on our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that East West Bank will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business.

You agree to keep your password secure and strictly confidential, providing it only to authorized signers on your account(s), and to instruct each authorized signer to whom you give your password that he or she is not to disclose it to any unauthorized person. You further agree to notify us immediately and select a new password if you believe that your password may have become known to an unauthorized person.

## **Limitation of Bank's Liability for Business Customers Only**

If we fail or delay in making payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount which is less than the amount per your instructions, unless otherwise required by applicable law our liability shall be limited to interest on the amount which we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount which exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered for each day interest is due, computed on the basis of a 360-day year. UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL THE BANK BE LIABLE TO YOU FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

## **Exclusion of Warranties**

THE ONLINE BANKING SERVICES 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 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 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.

## **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.

## **Privacy; Email Communications**

At East West Bank, we respect our customers' right to privacy. Please see our privacy policy, which can be found at [www.eastwestbank.com](http://www.eastwestbank.com) for specific terms and conditions.

By enrolling for the Online Banking Services, you agree that East West Bank may e-mail you [newsletters, articles, product or service alerts, new product or service announcements, offers or offer information concerning our or our subsidiaries' or affiliates' existing or new products or services.] If you prefer not to receive this type of information from us, contact us at **1.888.895.5650** or online at [info@eastwestbank.com](mailto:info@eastwestbank.com).

## Fee Schedule

<b>Online Banking</b>	
Online Banking Service	No Charge
Stop Payment Orders (On Us)	\$30.00
<b>Additional Online Banking Services</b>	
<b>Bill Payment</b>	
Online Bill Payment Service	No Charge
Stop Payment Orders through Online Bill Payment Service	\$30.00
NSF Fee - <i>for bill payments initiated from an insufficient balance</i>	\$30.00
<b>Bank-to-Bank Transfer Service</b>	
Bank-to-Bank Transfer Service	No Charge
NSF Fee - <i>for Unpaid Items initiated against an insufficient balance</i>	\$30.00
NSF Fee - <i>for Paid Items initiated against an insufficient balance</i>	\$30.00 <sup>2</sup>
<b>Popmoney Service</b>	
Standard Delivery	No Charge
Next-Day Delivery	\$1.99
Stop Payment Orders through Popmoney Transfer Service	\$30.00
<b>Account Aggregation</b>	
Account Aggregation Service	No Charge
<b>Mobile Banking</b>	
Mobile Banking Service	No Charge
Mobile Deposit Service	No Charge
<b>Note: East West Bank reserves the right to make changes to the above listed fees at any time. Except as otherwise required by law, fees are subject to change without prior notice.</b>	