



Popmoney® Transfer Service Agreement

Service Definitions

"Popmoney®, a person-to-person payments service" (referred to in this agreement as the "**Service**"), allows you to transfer funds from any of your eligible accounts at East West Bank (singularly "**Account**;" collectively "**Accounts**") to, or request funds to be transferred to your accounts at East West Bank from, accounts of another person at East West Bank or another financial institution – assuming that the transfer is permitted by East West Bank, the other person, and by law. The Service is also subject to the terms and conditions of your Online Banking Agreement together with this Popmoney Transfer Service Agreement the "**Agreement**". Any reference to East West Bank in this Agreement includes any officers, employees, service providers, agents or licensees of East West Bank, and includes any third party service provider that East West Bank uses for this Service. As used in this Agreement, the words "you" and "your" refer to you as the user of the Service; the words "we," "us," "our" and any other variation thereof also refer to East West Bank. When you're ready, click the "I Agree to accept these terms and conditions" button to start enjoying the convenience and financial security of the Service.

Acceptance of Terms

This Agreement sets out the terms and conditions (the "**Terms**") on which East West Bank will provide and you may use the Service and forms part of a legally binding agreement between you and East West Bank. When you click on the "I Agree to accept the terms and conditions" button, you will complete an application to receive the Service, and you agree to accept the Terms, including any amendments to this Agreement or any changes in the Terms. Your application may be accepted or declined by East West Bank based on specific criteria. If you do not agree to all of the Terms, do not accept the Terms and Conditions. If you do not accept and agree to all of the Terms, you will not be entitled to use the Service. East West Bank reserves the right to change the Terms under which the Service is offered in its sole discretion at any time; however, East West Bank will notify you of any material change to the Terms. In most cases, you will receive the notice online the next time you log in; however, East West Bank reserves the right to notify you by email or by conventional mail, at its discretion. You agree that if you continue to use the Service after we notify you of any change, you thereby accept the changes to the Terms and agree to be bound by this Agreement, as amended. If you do not accept and agree to the changes to the Terms, you will not be entitled to use the Service. You can review, download and print the most current version of this Agreement upon request to East West Bank. If you do not agree to the changes, or if at any time you wish to discontinue your use of the Service, you can unsubscribe by contacting East West Bank. Once your account with East West Bank has terminated for any reason, you will have no further right or access to use the Service. To use the Service you must be at least eighteen (18) years old and be a resident of the United States.

Information Authorization

By clicking on the "I Agree to accept the terms and conditions" button, you authorize East West Bank to obtain such additional information as we deem reasonably necessary to insure that you, or persons to whom you may transfer funds, are not using our Service in violation of law, including, but not limited to, laws and regulations designed to prevent "money laundering" or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

Once you are approved for the Service, we may verify your Accounts that you add to the Service from time to time. You authorize us to validate the Accounts through the use of a test transfer, in which one or more low value payments will be both credited to and debited from the Account. The test credit will always occur before the test debit and will always be of the same or lesser amount, so that the balance in any of your Accounts will never be less than the actual balance. This validation will also apply to validate any other person's account you designate for a transfer using the Service.

Once the test transfer is complete we may ask you to access your Account to tell us the amount of the test credit or debit or any additional information reported by your bank with this test transfer. We may also verify Accounts through requiring the entry of information you ordinarily use to access the Account provider's website, or by requiring you to submit proof of ownership of the Account.

User Content

Subject to East West Bank's Privacy Policy, you agree that East West Bank may use, copy, modify, display and distribute any information, data, materials or other content (the "**Content**") you provide to East West Bank for the purpose of providing the Service, and you hereby give East West Bank a license to do so. By submitting Content, you represent that you have the right to license such Content to East West Bank for the purposes set forth in this Agreement.

Accounts

You understand that in order to complete fund transfers, it is necessary for East West Bank to access the websites and databases of other institutions where you hold Accounts, as designated by you and on your behalf, to retrieve information and effect the fund transfers you request. By using the Service, you represent and warrant to us that you have the right to authorize and permit us to access your Accounts to effect such funds transfers or for any other purpose authorized by this Agreement, and you assure us that

by disclosing and authorizing us to use such information you are not violating any third party rights. You warrant and represent that the information you are providing us with is true, current, correct and complete. You hereby authorize and permit East West Bank to use information submitted by you to accomplish these purposes and to configure the Service to be compatible with the Accounts.

For as long as you are using the Service, you give to East West Bank a limited power of attorney and appoint East West Bank as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access the Accounts, effect funds transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to Accounts, as fully to all intents and purposes as you might or could in person. Once East West Bank has actual knowledge that you wish to cease using the Service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by East West Bank in good faith before it has actual knowledge of termination by you and has a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you.

You understand and agree that at all times your relationship with any other institution or Account holder 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 any other financial institution or holder of any Account in connection with the Accounts to or from which you transfer funds using the Service, including without limitation any modification, interruption or discontinuance of any Account by such other party.

YOU ACKNOWLEDGE AND AGREE THAT WHEN EAST WEST BANK IS EFFECTING A FUNDS TRANSFER FROM OR TO ANY OF YOUR OR A RECIPIENT'S ACCOUNTS, EAST WEST BANK IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. You agree that East West Bank, its affiliates, service providers and partners shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS OR ANY THIRD PARTY'S ACCOUNTS; (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS OR ANY THIRD PARTY'S ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS OR ANY THIRD PARTY'S ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY HOLDER OF ACCOUNTS OR ANY THIRD PARTY'S ACCOUNTS AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS OR ANY THIRD PARTY'S ACCOUNTS.

Not all types of accounts are eligible for the Service. Be sure to check with any other financial institution for restrictions regarding transfers among retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the provider of your Account or those imposed by applicable law.

Electronic Communications Consent

The Service is an electronic, Internet based-service. Therefore, you understand and agree that this Agreement is subject to East West Bank's Electronic Consent.

Privacy Policy and Confidentiality

We regard your privacy and security with the utmost importance, and we are absolutely committed to safeguarding any information that you share with us. In order to provide the Service, we must obtain from you certain personal information about you, your Accounts, and your transactions (referred to herein as "**User Information**"). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our privacy policy.

All of your personal and financial information will be placed on a secure portion of our website. We do not use any persistent "cookies" on the browser to store any personal information. We have multiple levels of security that have been designed especially for us. You can see a full description of our security policy by clicking on "Security Policy" in Online Banking. You can see a full description of our privacy policy by clicking on "Privacy Policy" in Online Banking.

Password

You are responsible for maintaining the confidentiality of your East West Bank username and password. No one at East West Bank has access to your Account passwords. You are responsible for uses of the Service whether or not actually or expressly authorized by you. Therefore, it is important that you DO NOT SHARE YOUR ACCOUNT NUMBER OR PASSWORD WITH ANYONE FOR ANY REASON. No one at East West Bank will know or need to know your password, and East West Bank employees will never ask for your password.

In the Event of Unauthorized Transfer

If you believe your password has been lost or stolen, or that someone has transferred or may transfer money from your Account without your permission, contact us using the instructions on our site.

Consumer Liability

You agree to notify us AT ONCE if you believe your password has been lost or stolen or if there is any unauthorized transfers using the Service. Refer to the Unauthorized Transactions in your Consumer Accounts section of East West Bank's Online Banking Agreement that governs your account online access for additional notice and consumer liability provisions that govern your Accounts and the Service.

Business Days

The Service will process requests for transfers on business days. Our business days are Monday through Friday, except for federal banking holidays.

Cut-Off Times

The cut-off time for Standard Transfers (funds available to the receiving account three (3) business days following the date the transfer is initiated) is 10:00 PM (Pacific Time). The cut-off time for Next Day Popmoney Transfers (funds available to the receiving account one (1) business day following the date the transfer is initiated; additional fee applies) is 5:00 PM (Pacific Time). Notwithstanding these cut-off times, this service may not be available at all times.

Transfer Types and Limitations

Types of Popmoney Transfers

You may use your East West Bank password to access the Service as part of your Online Banking service with us. You may initiate a transfer using the Service with a mobile telephone number, an email address, or a routing and account number, if available from time to time, and if applicable.

Transfer Amount Limits

The amount of Popmoney transfers that can be made using the Service are limited, as follows:

- An aggregate of \$2,500 per day. This means you may make up to \$2,500 per day in outstanding outbound and incoming Popmoney transfers relating to your Accounts and any other person's accounts;
- An aggregate of \$10,000.00 within a rolling 30-day month. This means you may make up to \$10,000 in Popmoney transfers (outbound and incoming payments to your Accounts and any other person's accounts).

Be sure that you have sufficient funds to make any funds transfers from your Accounts using the Service. We may, but are not required, to complete a transfer requested by you if you do not have sufficient funds in your Account.

In additionally, there are certain withdrawal limits that apply to your money market and savings accounts with East West Bank, as set forth in your Deposit Agreement provided to you when you opened your Account.

We may at any time decline to effect any Popmoney transfer that we believe in our sole discretion may violate applicable law. We reserve the right to change, from time to time, the dollar amount of Popmoney transfers you are permitted to make using our Service. In the event that your use of the Service has been suspended and reinstated as provided herein (see "**Suspension and Reinstatement of Popmoney Service**" below), you understand and agree that your use of the Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us.

Frequency of Transfers

The Service is limited to 15 transactions per day and 30 transactions per rolling 30-day month.

Our Right to Change Transfer Types, Limits, Amounts, and Frequency

We may from time to time, for any reason, including but not limited to, security and risk management reasons, modify the type, limit, frequency and the dollar amount of transfers you can make using the Service.

We may from time to time, make available additional or new features to the Service, including but not limited to, a next day service or a higher limit service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply.

Transfers subject to the Rules of the Accounts

Additionally, all funds transfers using the Service are also subject to the rules and regulations governing the relevant Accounts. You agree not to effect any funds transfers from or to an Account that are not allowed under the rules or regulations applicable to such accounts including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations.

Right to Cancel/Stop a Transfer

You may cancel a recurring Popmoney transfer until 5 p.m. EST/EDT on the business day the transfer is scheduled to be made by accessing the Service on our Online Banking website. Complete the information required for the cancellation.

If the Popmoney transfer has already been initiated through the Service, you will not be able to cancel the transaction. You may attempt to place a stop payment by accessing the Popmoney Service via our Online Banking website or by calling us at 1.888.895.5650. Although we will try to accommodate your request, we may not be able to stop the transfer, and we will have no liability for failing to do so. We may also require you to present your request to us in writing within fourteen (14) days. The charge for each stop payment request will be the current stop payment charge as set forth in the fee schedule contained in the Online Banking Agreement.

Rejection of Transfers

We reserve the right to decline to initiate any transfer using the Service or to carry out change or cancellation requests.

Authorization

You authorize us to select any means to execute your funds transfer using the Service. You understand that to execute your Popmoney Transfer request, we utilize the Automated Clearing House (ACH). Using applicable ACH Rules, we debit one of your Accounts and credit an account of a Recipient. Once your Account has been debited, we credit our service provider's transfer account at the service provider's clearing bank. After our service provider and/or its clearing bank are reasonably certain that the debit will not be returned (in most cases this is usually between 3 banking days), our service provider will credit the Recipient's Account. The sole purpose for our service provider's transfer account is to complete your funds transfer requests using the Service and for performing the Service within the scope of this Agreement. The service provider earns no interest on the funds in the transfer account. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, you authorize our service provider to collect from the Account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited. To effect this collection, you understand and authorize us to debit the credited Account or the debited Account in either the same dollar amount as the original funds transfer or a portion of the debit. There may be a fee associated with such collection imposed by East West Bank or other financial institution holding the Account.

You understand and agree that we may from time to time impose additional charges in connection with your funds transfer transactions using the Service. East West Bank will notify you of such fees in advance of the transaction. If you choose to proceed with the transaction, you authorize East West Bank to debit your account in the amount indicated.

In the event that a debit to any of your Accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited Account as set forth above, we reserve the right, and you hereby authorize us, to debit any of your other Accounts to the extent necessary to offset any resulting deficiency. We do not undertake to notify you in such event, other than by posting any such transfer or transfers to the applicable Account in accordance with this Agreement (see also, "**Documentation**," below).

Upon your request for a funds transfer to a Recipient using the Service, you must provide us with a true, correct, current email address or mobile phone number for such Recipient. We will contact the Recipient, and ask the Recipient to provide us with certain information, such as the account number and financial institution to which they wish your funds transfer to be made. If the Recipient fails to reply to the email or text message, or fails to follow the instructions provided by us, we will notify you and credit your Account for the amount of the transfer.

Suspension and Reinstatement of Popmoney Service

In the event that we at any time incur a problem with your use of the Service, including without limitation, a failure in attempting to debit any of your Accounts or to collect with respect to any of your funds transfers as described above, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect against loss. In the event of such suspension, you may request reinstatement of your Service by contacting us using any of the methods provided for under this Agreement (see "**Error Reporting and Claims**," below). We reserve the right, at our sole discretion, to grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Service subject to lower daily and monthly dollar limits and/or with other restrictions to other features of the Service, that might have otherwise been available to you. Based upon your subsequent usage of the Service, East West Bank, at its sole discretion, may thereafter restore your ability to effect transfers using the Service subject to such higher limits as may then be in effect (see "**Dollar Amount of Transfers**," above).

Documentation

You may access a statement of all funds transfers effected or pending at any time by clicking on the Activity tab within Popmoney. If a transfer could not be completed, East West Bank and/or our service provider, upon learning that the funds transfer has failed, will make a reasonable effort to complete the transfer again. If the funds transfer fails a second time, we will notify you to contact your financial institution or other provider of the relevant Account to learn more about the failure.

Your Responsibility for Errors

You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you, to submit funds transfer instructions on your behalf. You understand that financial institutions receiving the funds transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that, if you provide us with incorrect information, or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such instruction, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, East West Bank reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

Error Reporting and Claims

In case of errors or questions about your funds transfers, if you think your statement is wrong, or if you need more information about a transfer listed on the statement, contact us as soon as you can. You can see a complete statement of all your funds transfers effected or pending at any time by clicking on the Popmoney Activity tab. For additional responsibilities and limitations of liability which apply to questions or errors about your Popmoney transfers, refer to the "In Case of Errors or Questions about Your Electronic Transactions for Consumers" Section of your Online Banking Agreement with us.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of financial institutions holding the Account or the account of your Recipient. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution or the Recipient. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

Proprietary Rights

You acknowledge and agree that East West Bank and/or our service provider owns all rights in and to the Popmoney Service. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile East West Bank and/or our service provider's Popmoney Service or any of East West Bank and/or our service provider's services or technology.

No Unlawful or Prohibited Use

As a condition of using the Service, you warrant to us 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 warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

Service Changes and Discontinuation

We may modify or discontinue the Service or your Account with us, with or without notice, without liability to you, any other user or any third party. We reserve the right, subject to applicable law, to terminate your account and your right to use the Service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the Terms or the rights of East West Bank and/or our service provider, or if you provide us with false or misleading information or interfere with other users or the administration of the Service. We reserve the right to charge a fee for the use of the Service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all fees associated with the use of our Popmoney Service.

You may terminate your account with East West Bank at any time by contacting us. Once your account with East West Bank has terminated for any reason, you will have no further right or access to use the Service.

Use of SMS Messaging

Users of the Popmoney Service may receive SMS/text messages relating to their payments, such as notice of payment, alerts for validation and receipt of a transfer. Popmoney will verify your access to the mobile phone number. To enable this verification Popmoney will send you an SMS/text message with a verification code that you will need to enter to direct your payment to your designated bank account. You may receive SMS/text messages related to your transactions from time to time, but please be aware that your carrier's normal rates and fees, such as text messaging fees, will still apply.

Questions: You can contact us by calling 1.888.895.5650, or by using the instructions on the East West Bank website.

To opt out of the Program: To stop receiving SMS messages you can initiate the opt-out process by sending a SMS message. Just text "STOP" to this number: POPMON.

Security Procedures

You understand that the financial institution at which an account is maintained may contact us to verify the content and authority of funds transfer instructions and any changes to those instructions. You understand that, as your agent, we may provide to such financial institution, such information as may be required to verify the instructions and may constitute a valid security procedure under the rules governing such account.

Deviating from Security Procedures

You agree to allow us to authorize any financial institution at which you have an account to accept funds and transfer instructions in accordance with any authorization procedures as may be agreed from time to time, between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed to by you directly, or by us on your behalf. In addition you agree that we may authorize such financial institutions to charge and debit your accounts based solely on these communications.

Account Number Policy

If funds transfer instructions identify a bank or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers. In addition, you agree that we have no responsibility to investigate discrepancies between names and numbers.

Joint Account Holder

In submitting your application for the Popmoney Service, you confirm that, if any of your Accounts is a joint account, your joint account holder has consented for you to use your Accounts for the Service. We will end your use of the Service if any joint account holder notifies us that (i) they never consented to your use of our Popmoney Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

Means of Transfer

You authorize us to select any means we deem suitable to provide your funds transfer instructions to the applicable financial institution. These choices include banking channels, electronic means, funds transfer systems, mail, courier, or telecommunications services, intermediary banks and other organizations. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems, such as CHIPS or automated clearing house (ACH) as published by the National Automated Clearinghouse Association (NACHA). We shall make all reasonable efforts to ensure that your transfer requests are processed on time; however, we reserve the right to hold funds beyond the normal period and if any interest is earned, it will be the property of East West Bank.

Our Liability

If we do not provide a funds transfer instruction on time, if we cause an incorrect amount to be removed from an Account or if we cause funds from an Account to be transferred to any account other than the Account or Recipient's account specified in the applicable funds transfer instruction, we shall be responsible only for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Account or intended recipient's account, and our liability is limited in each instance to the amount of the transfer request. East West Bank is not responsible or liable if your or the Recipient's financial institution's system fails and we are unable to complete the transfer. Except as otherwise required by law, East West Bank shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty of East West Bank hereunder.

You agree that your transfer instructions constitute authorization for us to complete the transfer using the Service. You represent and warrant to us that you have enough money in the applicable Accounts to make any funds transfer you request that we make on your behalf through the Service. You understand and agree that we are not liable under any circumstances for any losses or damages if, through no fault of ours, you do not have enough money to make the funds transfer and the funds transfer is not completed or is later reversed or if your financial institution does not permit the transfer or the funds transfer would exceed the credit limit on any applicable overdraft line.

You also understand and agree that we are not responsible for any losses or damages if circumstances beyond our control (such as fire or flood) prevent us from making a funds transfer or if the East West Bank website was not working properly and you knew about the breakdown when you started the funds transfer.

Limitation of Warranty and Liability

YOU UNDERSTAND AND AGREE THAT OUR POPMONEY SERVICE IS PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE POPMONEY SERVICE IS AT YOUR SOLE RISK; THAT

ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE POPMONEY SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK; AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE EAST WEST BANK WEB SITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE POPMONEY SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE POPMONEY SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT THE POPMONEY SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, PROVIDING THE SERVICE TO YOU, OR YOUR USING THE SERVICE, INCLUDING BUT NOT LIMITED TO SUCH DAMAGES RESULTING FROM THE USE OF OR THE INABILITY TO USE THE POPMONEY SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE POPMONEY SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

You agree to indemnify, defend and hold harmless East West Bank, its affiliates, partners, officers, directors, employees, consultants, service providers and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising from your use of the Popmoney Service, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement, or infringement by any other user of your East West Bank account, of any intellectual property or other right of any person or entity.

Recipient

If another customer (the "**Transferor**") has instructed us to transfer funds (the "**Funds**") to an account you designate at East West Bank or other financial institution, you are referred to as a Recipient in addition to a user of the Service as described above in this Agreement. Therefore, in addition to the Terms herein, you agree to accept the terms and conditions set forth below.

You authorize us to transfer the Funds to your Account. In order for us to complete the transfer, you will be prompted to provide us with the following information (the "**Information**"): 1) your full name; 2) your current residential address; 3) the name of the bank or financial institution other than East West Bank and ABA routing number (the 9-digit number that appears on the far left of the bottom of your check) of the financial institution which holds your Account; 4) the Account number; and 5) a secret word or phrase known only to you and the transferor. We will utilize the Automated Clearing House (ACH) system to send the Funds to your Account. We will act on the information provided by you in completing ACH credit instructions to your Account. If for any reason your financial institution returns the ACH credit or the credit goes to the wrong financial institution or Account because you have provided us with incorrect information, we may in our sole discretion, take reasonable efforts to complete the credit transaction or return the Funds to the Transferor.

You agree not to impersonate any person or use a name that you are not authorized to use. You warrant and represent that you are the person intended by the Transferor and entitled to receive the Funds; that you are not a person whose Accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department; and that the Information you will provide is true, correct and complete.

We reserve the right to decline to complete any transfer, even after you have agreed to all of the Terms, if we have reason to believe that completing the transfer would result in a violation of law or expose us to liability or risk of loss. If the transfer is rejected for any reason, the funds will be returned to the Transferor.

Miscellaneous

You understand and agree that our service provider is not a bank, a broker-dealer firm, or any other kind of financial institution. You represent and warrant that you are who you claim to be; that you are the rightful owner of all Content and the Accounts linked for the purposes of the Popmoney Service; and that you are rightfully authorizing us to access the Accounts.

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. East West Bank's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of East West Bank's right to subsequently enforce such provision or any other provisions of this Agreement.

The most current version of this Agreement as it appears on our website, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Popmoney Service. This Agreement may be amended, or any of East West Bank's rights waived, only if East West Bank agrees in writing to such changes, or you continue using the Popmoney Service following receipt of notice of any changes proposed by East West Bank. All notices to you shall be in writing and shall be made either via e-mail, conventional mail or messages delivered through the Service, at East West Bank's discretion. All notices to East West Bank must be made in writing. This Agreement is personal to you and you may not assign it to anyone.

If either of us has any dispute or disagreement with the other regarding this Agreement that we cannot resolve amicably, both parties agree that the sole and exclusive remedy shall be binding arbitration in accordance with the then-current rules and procedures of the American Arbitration Association. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of laws provisions or your actual state or country of residence. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.

This Agreement shall take effect immediately upon the acceptance of your application for the Popmoney Service by us.