

PACIFIC ALLIANCE BANK

Retail Online Banking Agreement

This Retail Online Banking Agreement (“Agreement”) includes certain disclosures for electronic transfers and transactions. This Agreement will be effective as of the first day we make the Services accessible to you.

This Agreement is in addition to other agreements between Pacific Alliance Bank and you, including but not limited to (as applicable), your checking, savings, and other deposit account agreements, as may be modified from time to time (“Other Agreements”). If there is a conflict between the terms and conditions of this Agreement and the Other Agreements, this Agreement will control.

Each time you use our Services or you permit any other person to use our Services, you are agreeing to the terms and conditions that we have set out in this Agreement, including any instructional materials regarding the Services, as amended. You agree not to resell or offer a Service to another, or to process any transactions for others using a Service. You certify that you are at least 18 years or older.

1. Definitions

In this Agreement, defined terms have the meaning given to them. In addition:

- An “account” means any deposit account you maintain with us and can include all accounts and products you use with us. Your “Account” is the account you have designated as the account accessible to the Services.
- An “authorized representative” is a person with authority of any kind with respect to an Account.
- Your “available balance”, “available funds” and similar words mean the balance in your Account as determined under our funds availability policy.
- “Communication(s)” means instructions and actions from you (or attributable to you under this Agreement or otherwise) received by us through the Services.
- A “consumer account” shall mean an account that is established primarily for personal, family or household purposes, and is subject to the EFTA as a “consumer account.”
- Your “Security Codes” are the credentials (such as codes and passwords) that are associated with you and used by us to verify the authenticity of Communications from you. Security Codes are used to access Accounts and to use the Services. The Security Codes include any supplemental or alternative method used to verify the authenticity of Communications that may be offered or presented to you by us from time to time.
- The “Service(s)” are the on-line banking interface and the banking services described in this Agreement.
- The word “includes” means “including but not limited to” the examples given.
- The word “may,” when used in reference to us, means at our option and sole discretion. Action (or inaction) that we “may” take is authorized by you and

allowed to us, but is not required. You agree that we will not be liable for any action taken or any failure to act when action or inaction is at our discretion.

- The words “we,” “us,” “our,” and “Bank” and similar terms are used to refer to Pacific Alliance Bank.
- The words “you,” and “your” are used to refer to the person entering into this Agreement and to the each person who is an owner of or has an interest in an Account together with the owner’s authorized representatives.

2. Available Services; Dollar Limitations & Cut-off Hours

You may use the Services (subject to system limitations) to:

- Obtain Account information. Balances reflected may not include transactions that have not been posted, or in the process of nightly processing. Balances may include funds that are not finally collected or available for immediate withdrawal. Account information allows you to view Account summary data and view Account statements. You may also access limited Account histories.
- Transfer funds between linked Accounts (excluding certificates of deposit). (Transfers that have been completed cannot be canceled. A reverse transfer transaction must be processed.)
- Initiate bill payment instructions.
- Initiate check stop-payment instructions.

Services performed during nightly processing may not succeed when applied to your actual balance at the end of the nightly processing. A Communication received by us after the cut-off time on a business day, or on a day that is not a business day, may be treated by us as if it were received on the next business day. At our option, however, we may treat it as received the same day as the day of receipt. There can be a delay between the time when you send a Communication to us and the time we receive it. Our current cut-off hour for transfers between Accounts and for stop payments is 5:00 PM Pacific Time.

3. Eligible Accounts

We are not obligated to allow access to any or all of your Accounts, and not all Services may be available with all Accounts. Some Services may not be available without special application to and approval by us, or may be limited to specific types of Accounts. We may act on requests for information, or requests to facilitate any Service requested on or associated with an Account, from any Account owner (including joint owners) or their authorized representatives. Eligible Accounts include the following types: checking, money market, savings and time deposits. Certificates of deposit are time deposits where early withdrawals may result. No online transactional activity is allowed on certificates of deposit, which are view only. Accessibility to Accounts may vary based on the Service(s) you use.

WAIVER OF TWO SIGNATURES AND OTHER ACCESS RESTRICTIONS: Your Accounts may be subject to access restrictions when you conduct transactions in person or when you are using systems other than with a Service. For example, there may be a requirement for two signatures on checks. If access restrictions exist, they do not apply to your use of the Services. We may

limit or deny Services to you if there are access restrictions (for example, requirements for two signatures). Conversely, we may process your transactions based on Communications without regard to or any need to comply with access restrictions otherwise applicable to your Accounts. For example, we may ignore requirements for two signatures.

4. Sufficient Funds

You must have sufficient available funds in your Account to cover the amount of any transaction that would be charged to your Account. Subject to limitations set out in this Agreement, you can request payments up to the amount of available funds or available credit in your Account. We may hold (or “freeze”) funds at any time after you have initiated a Service for any reason, including as a means of reducing risks that there will be insufficient funds for completing the Service. If we do hold funds, we may treat the held funds as not available for other purposes, and reject other transactions (for example, checks or other transfer instructions) in any order we choose. We may allow overdrafts/overlimits or negative balances, but we also may discontinue the practice at any time with or without prior notice to you. We may prevent or reverse any payments or other Service in any order that we choose as a means of preventing or recovering any overdrafts or other exposures. If you do not have sufficient or available funds or credit, you may be charged an overdraft or other fee, as set forth in the Deposit Account Fee Schedule. Nothing in this Agreement shall be construed as our commitment or obligation to lend you money.

5. Limitations on Frequency of Transfers

For security reasons, there are limits on the number of transfers you can make using the Service. Also, for certain types of transactions/transfers from a money market or savings account, you are permitted to make no more than six transfers and withdrawals, or combination of them, per calendar month or statement cycle, to another account or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, including by check, draft, debit card or similar order by you and payable to third parties. If you exceed these limits, we may impose a fee, close or convert your Account, limit your use of the Services, or any combination of the foregoing.

6. Linking Accounts

If you have more than one Account, you can request that we “link” the relationships together for access through the Services. Your request to link Accounts will be and remain subject to approval by us. You may also be required to enter into supplemental agreements with us. Accounts which are “linked” under the Services must have identical owners and authorized signers. Any signer on any linked Account, acting alone, is authorized by you to access and use Services for any other linked Account, whether or not that person would be authorized to transact on the other linked Account in the absence of this Agreement.

7. Computer Equipment and Software to Access the Services

To use the Services, you must have sufficiently powerful computer hardware and appropriate software. At this time, this includes an internet browser that supports 128-bit encryption. Some Services may require you to download software from our website; in some cases, we may place

software on your computer as part of our security and/or verification tools. You agree to abide by the intellectual property rights of others with respect to all software used by you or us in connection with the Services; among other things, you will not transfer, use, copy, disseminate, reverse compile, modify or alter, or otherwise appropriate any software code or program except as allowed and for the purpose of performing approved Services. You agree to maintain the confidentiality of the Security Codes at all times and not to provide access to them to anyone that you do not authorize to access your Accounts through the Services. You expressly acknowledge that any wireless access to the Services initiated by you may not be secure and, in such cases, you assume the risk associated with unauthorized access to the Service and any information contained therein, resulting from such wireless connectivity.

8. Electronic Records and Signatures

When any payment order or other Service generates items or transactions to be charged to your Account, you agree that we may charge the affected Account without requiring your signature on an item and without prior notice to you. Any transactions resulting from your instructions which we receive in your name and under your credentials shall be deemed to have been “a writing” and authenticated by you “in writing” for purposes of any law in which a writing or written signature is needed or required. All records maintained by us of transactions under your credentials shall be deemed to have been “signed” and to constitute an “original” when printed from records established and maintained by us or our authorized agent in the normal course of business. You agree not to contest the authorization for, or validity or enforceability of, our electronic records and documents, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files or records are to be in writing or signed by the party to be bound thereby. Records and “signed” documents, if introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records. Upon our written request, you agree to manually sign or place your signature on any paper original of any record or “signed” document which we provide to you containing your purported signature.

9. Privacy and Confidentiality

All information gathered from you in connection with using the Service will be governed by the provisions of our consumer privacy policy, as well as our internet privacy policy, which you agree to review by accessing on our homepage. In addition, we will disclose information to third parties about your account or the transfers you make-

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- If you give us your written permission.

10. Security Code Credentials; Security Generally

During your enrollment for the Services, you are required to select certain numbers, codes, marks, signs, public keys or other means of authenticating your identity and electronic communications in your name. These credentials, with the other components of your Security

Codes, will give access to your Accounts through the Service. The password must be selected by you as part of your initial use of the Service. You agree to change all passwords with sufficient frequency so as to protect confidentiality, and in any event no less frequently than every 90 days. You agree to keep all Security Codes confidential; you agree not to write them down. Passwords should not be easy to guess: for example, your children's or pet's names, birth dates, addresses or other easily recognized identification related to you. It is also recommended you do not have your browser automatically remember your password. We may offer to you or require you to use additional authentication tools or methods from time to time. If you choose not to implement supplemental authentication tools, your access to some or all Services may be limited. The term "Security Codes" will include any supplemental authentication tools that are used by you.

You understand the importance of your role in preventing misuse of your accounts through the Service, and you agree to examine the statement for each of your accounts. You agree to protect the confidentiality of your account and account number, and your personal identification information. You understand that personal identification information by itself or together with information related to your account may allow unauthorized access to your account. Data transferred via the Service is encrypted in an effort to provide transmission security. Notwithstanding our efforts to ensure that the Service is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and can potentially be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Service, or email transmitted to and from us, will not be monitored or read by others. INTERNET E-MAIL IS NOT A SECURE METHOD OF COMMUNICATION AND WE RECOMMEND YOU DO NOT SEND CONFIDENTIAL INFORMATION BY INTERNET E-MAIL. YOU CANNOT USE INTERNET E-MAIL TO INITIATE TRANSACTIONS ON YOUR ACCOUNT(S).

11. Compliance with Laws and Rules

You agree to comply with all state and federal laws, rules and regulations applicable to you and to your use of the Services (the "Laws"), including the operating rules of all systems used to provide Services to you (the "Rules"), and to provide evidence reasonably satisfactory to us of the same if requested by us. You agree not to use the Service for any illegal purpose, including but not limited to illegal Internet gambling. Without limitation, you agree and acknowledge that the Services may not be used by you in violation of the laws of the United States, including sanctions laws administered by the Office of Foreign Asset Controls. You acknowledge and agree that the software you use to access Services may be subject to restrictions and controls imposed by the Export Administration Act and the Export Administration Regulations. You agree and certify that neither the software nor any direct product thereof is being or will be used by you for any purpose prohibited by these Acts. Additionally, each Account and the Services will be subject to and governed by the following:

- The terms or instructions appearing on a screen when using a Service;
- Our "Terms and Conditions," including your Account Truth in Savings Disclosure account agreement, and our rules, procedures and policies; and

Nothing in this Agreement relieves you of any obligation you may have under the Laws or the Rules, and this Agreement is deemed modified to the extent necessary to allow or require you to comply with the same.

12. Contact In Event of Unauthorized Transfer

If you believe any part of your Security Code (including your password) has been lost or stolen call:

(626)773-8888

or write: 8400 East Valley Blvd., Rosemead, CA 91770

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

13. E-Mail

While access to us through the secure e-mail function of the Services is "on-line," messages sent to us through e-mail are not reviewed by Bank personnel immediately after they are sent. If immediate attention is required, you must contact us by telephone or in person.

Encryption of data transmissions does not guarantee privacy. Data transferred via the Services is encrypted in an effort to provide transmission security. Notwithstanding our efforts to ensure that the Services are secure, you acknowledge that the Internet is inherently insecure and that all data transfers (including transfer requests and electronic mail) occur openly on the Internet. This means that the data transfers can potentially be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Services will not be monitored or read by others.

Your e-mail messages may be acted upon by us if received in a manner and in a time providing us a reasonable opportunity to act. Nevertheless, unless otherwise provided herein, e-mail messages will not serve as a substitute for any requirement imposed on you to provide us with notice.

E-mail or messages sent by us to you will be deemed received by you when sent by us to you at your e-mail address as shown on our records. You agree to notify us (using the Service or otherwise in form acceptable to us) whenever your e-mail address changes. You agree that information or messages made available to you via the Services will be deemed received by you when first posted on our website or made available to you. You agree to access the Service from time to time, in no event less than monthly, to access this information or the messages.

14. Bill Payment Services

Through the Service you may enroll to our Bill Pay Service. The Bill Pay Service allows you to schedule a one-time or recurring payment from your checking account with us ("Bill Pay").

You may use our Bill Pay Service to direct us to make payments from your designated checking account to the payees (referred to herein as "Payees," or "Merchants") you choose in accordance with this Agreement.

Requirements. Bill Pay is intended for use only by individuals. To subscribe to the Bill Pay Service, you must designate a specific account to process your Bill Pay transaction through. The

account you designate for this purpose must be in good standing with us in accordance with our criteria.

Restrictions. Bill Pay is intended for use only by individuals. We will not permit you to use a money market or savings account as your designated Bill Pay account because federal regulations require us to limit the number and types of transfers from money market and savings deposit accounts, and therefore would not be conducive to the intended purpose of the Bill Pay Service.

You agree not to initiate Bill Pays in violation of the laws of the United States including sanctions laws administered by the Office of Foreign Assets Control (OFAC). For more information regarding OFAC Sanctions and Blocked Persons, you may visit the government's website, www.ustreas.gov/offices/ofac.

Payee Designation. You can use the Bill Pay Service to make payments to almost any Payee you want including individuals, local service providers, utilities, credit cards, or to make mortgage or loan payments, or charitable donations, etc. We limit the amount of the individual Bill Pays transaction to \$5,000.

To make payments, a list of payees must be added to your personal Merchant Accounts list that includes the payee's/ merchant's name, address, phone number and your account number with the merchant. A merchant is defined as anybody (company or individual) to whom you want to send money. You may also give the merchant a "User Specified Account Name", which is only for your use and is not provided to the merchant.

By furnishing us with the names of your Payees (merchants and/or individuals) and their addresses, you give us authorization to follow the payment instructions, which you provide to us. When we receive a payment instruction for the current date or a future date, we will remit the funds to the Payee on your behalf from the funds in your designated account, on the day you have instructed them to be sent (Payment Date). We are not obligated to pay funds from your account if the available account balance is insufficient to cover the payment, unless your account has overdraft protection in an amount sufficient to cover the payment. Funds for ALL bill payments, whether paid electronically or by check, will be withdrawn on the day the payment is scheduled to be **SENT** to the Payee. To add a merchant to your Merchant Accounts list, go to the Merchant Accounts screen and click the "Add Merchant" button. Key the Merchant's information into the appropriate fields, make sure that all information is correct and click "OK". We are not responsible if a payment can not be made due to incomplete, incorrect, or outdated information provided by you regarding a merchant, or if you attempt to pay a merchant that is not on your Merchant Accounts list.

Please set up (designate) Merchants in accordance with the following guidelines:

- The Merchant must be located in the United States;
- Payments may not be remitted to tax authorities or government and collection agencies;
- Payments may not be remitted to security companies such as Ameritrade for stock purchases or trade taxing authorities; and
- Court directed payments are discouraged (e.g. alimony, child support, or other legal debts).

Making/Scheduling Payments. Payments can be made for one-time-only or recurring for as many times as you specify for up to 10 years. First-time payments cannot be scheduled more than 18 months in advance.

Payments are processed Monday through Friday at 11 AM Pacific Time, except on Federal holidays. If you attempt to schedule a payment on a weekend or Federal holiday, you will be prompted to select a different date, or the payment will be processed on the preceding business day if it is an auto recurring payment. The payment method may be electronic or by check. The first Payment to a Merchant must be scheduled at least five (5) business days prior to the due date for each bill payment (recurring or variable) to allow adequate time for the payment to reach the Payee. The due date is the date the Merchant has set for payment, and should not be adjusted for any grace period or late date accommodations the Merchant may provide. Once the Service has been notified whether a Merchant accepts electronic payments or requires a paper check, after making the first Payment to that Merchant, the Service will display a message indicating that the Merchant requires either a two (2) day lead time for an electronic payment, or a five (5) day lead time if a paper check sent by regular mail is required.

Any Payments made with Bill Pay require sufficient time for your Payee to credit your account with them properly. To avoid incurring a finance charge or other charge, you must schedule a Payment sufficiently in advance of the due date of your Payment. If you fail to schedule your Payment according to the recommended timeframe, we will not be responsible for the late fees or finance charges. We will not be responsible for any charges imposed or any other action taken by a Payee resulting from a Payment that you have not scheduled properly, including any applicable finance charges or late fees. Paper checks are mailed to the address you supply. The Bank will not be responsible for processing incorrect information, which is supplied by you through Bill Pay, or for failure of the Payment to process due to incorrect information. In addition, we will not be liable if any third party, through whom any Payment is made, fails to properly transmit the Payment to the intended Payee. We will also not be liable if there are insufficient funds or credit availability in your designated Payment Account or overdraft protection plan, if a legal order prohibits us from conducting withdrawals to the Payment Account, if there is a hold on the Account for uncollected funds or any other valid reason for hold, if the Payment Account is frozen or closed, or if any part of the electronic funds transfer system is not working properly. We will not be liable for indirect, special, or consequential damages due to the use of Bill Pay.

You further agree that we, at our option, may charge any of your accounts with us to cover such payment obligations. Any Payment can be changed or canceled, provided you access the Service prior to the cut-off time on the business day the Payment is going to be processed.

Stop, Change or Delete Payments. You have the right to change, or delete any scheduled Payment **prior** to the Payment Date using the tools provided in the online system. We shall not be liable to you due to a stop payment request if your order to do so is not presented prior to the time the check has cleared. Once the Payment has cleared, you can no longer stop payment.

Payment Guarantee. If all Payment guidelines were followed and a payment is still posted late to your account with a merchant resulting in a late fee, at our discretion, we will make an attempt to have the Merchant waive the late fees. If the Merchant is unwilling to waive late fees, up to

\$50 in late fees assessed by the Merchant will be covered by us. However, due to factors beyond our control such as the U.S. Mail and payment processing at the Merchant, it is not guaranteed that a Payment will post on the fifth business day (or second, if issued electronically). It is imperative to note that Merchant grace periods are not taken into consideration, and if adequate lead time prior to the payment due date was not allowed by you in scheduling the Payment, this Guarantee is void.

NOTE: If the Merchant is not willing to discuss late fees or status of the account with us, you will be notified and advised that the Merchant requires your authorization before further discussions can occur between us and the Merchant.

Liability. You are solely responsible for controlling the safekeeping of and access to your Bill Pay information. You are liable for all transactions you make, or that you authorize another person to make, even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify us.

You will be responsible for any Payment request you make that contains an error or is a duplicate of another Payment. We are not responsible for a Payment that is not made if you did not properly follow the instructions for making the Payment. We are not liable for any failure to make a Payment if you fail to promptly notify us after you learn that you have not received credit from a Payee for a Payment. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent.

15. Check Stop Payment Services

You may request a stop payment on a check issued on your Account(s) by completing the form presented as part of the check stop payment Service and submitting all the required information to us ("Check Stop Payment"). Check Stop Payments must be received by us in sufficient time prior to presentment of the relevant item for payment that we have a reasonable opportunity to act on the request. All Check Stop Payment orders, renewals and revocations of stop orders will be subject to our current policy on stop payment orders. Requests received after our cut-off hour, currently 5:00 PM Pacific Time or on a day that is not a business day may be deemed received the following business day. For significant or material items, contact us by coming to one of our branches or by telephone in addition to using the Services for Check Stop Payment requests. There will be a fee assessed for each Check Stop Payment request whether or not we receive the request in time to place the Check Stop Payment. Refer to the Deposit Account Fee Schedule for fee details.

You must complete the online form for placing your Check Stop Payment and must give us timely, complete and accurate information. If any information is incomplete or inaccurate, we will not be responsible for failing to stop payment on the check. You may use the Check Stop Payment Service to stop payment on checks that you have written against your Accounts. If you wish to cancel or amend any other Service transaction, you should use the process applicable to that Service and you will be subject to any limitations or inability to stop applicable to that Service. You may not use the Check Stop Payment Service to stop payment on any EFT transfer; cashier's check, certified check or other official institution check purchased from the

Bank or any check which we have guaranteed. You understand that your Check Stop Payment request is conditional and will not be effective if we have not had a reasonable opportunity to respond to your request, or that stopping payment may subject us to risk of loss or damages under any law or regulation (including clearing house or other processor rules). A Check Stop Payment order is effective for six (6) months only and will expire automatically, at which time you are responsible for any renewal desired by you for another six (6) month term.

16. Service Fees and Charges; Set off

Our current fees and charges are shown below:

Bill Payment Fee: \$4.99 Each Month (First Year Waived)

Stop Payments (Checks, Preauthorized Transfers): \$15.00 Each

We may impose new fees and charges, or increase or change existing fees and charges. We will provide advance notice of these changes to you as required by law. Other fees may be assessed and billed separately by your internet and/or telephone service provider. You agree to pay all fees and charges we impose. You authorize us to charge the designated Account and/or any other account you hold with us to cover your fees and charges. You also authorize us to charge you according to our then-current fee schedule. If you do not use this Service for any three-month period, we reserve the right to discontinue your Service without notice to you.

To the extent permitted by law, you give us the right to set off any of your money or property which may be in our possession against any amount owed to us under this Agreement. This right of set off does not extend to any Keogh, IRA account, or similar tax-deferred deposits.

17. Business Days & Hours of Operation

For the purpose of this Agreement, our business days are Monday through Friday. Federal bank holidays are not included.

You will generally be able to use Services seven days a week, 24 hours a day. However, a Service may not be available due to system maintenance or circumstances beyond our control. Services may be added, cancelled or limited at any time or from time to time, with or without cause or notice (except as required by law).

18. Changes/Interruptions in Services

We may, on a regular basis, perform maintenance on our equipment or system, which may result in interrupted Service or errors in a Service. We also may need to change the scope of our Services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided.

19. Harm to Computer Systems/Data

You agree that we will not be liable for viruses, worms, trojan horses, or other similar harmful components that may enter your computer system by downloading information, software, or other materials from our site. We will not be responsible or liable for any indirect, incidental or consequential damages that may result from such harmful components.

20. Performance of Software and Electronic Service

We make every commercially reasonable effort to provide reliable information on our website. Due to the possibility of human and mechanical errors, as well as other factors, the site is not error-free, and all information is provided “as-is,” without warranty of any kind. We make no representation and specifically disclaim any express or implied warranties to users of any third parties, including but not limited to, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose. The content of the site may not be used for commercial or non-commercial use without the express written consent of the Bank.

21. Ownership of Material

The reproduction or distribution of the content and information on our site is strictly prohibited.

22. Consumer Liability.

Tell us AT ONCE if you believe any part of your Security Code, including your password, has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, as applicable).

If you tell us within 2 business days after you learn of the loss or theft of any part of your Security Code, including your password, you can lose no more than \$50 if someone used your Security Code without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of any part of your Security Code, including your password, and we can prove we could have stopped someone from using your Security Code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay), kept you from telling us, we will extend the time periods.

23. Errors and Questions.

In case of errors or questions about your electronic transfers, telephone us at , (626)773-8888 or write us at: 8400 East Valley Blvd., Rosemead, CA 91770

as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require you send us the complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three 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 were used in the investigation.

24. Financial Institution's Liability.

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line (if applicable).
- If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken.
- If the computer or related system was not working properly and you knew about the breakdown when you started the transfer.
- Your funds are subject to legal process or other encumbrance restricting the transfer.

There may be other exceptions stated in our agreement with you.

25. Liability for Failure to Stop Payment of Preauthorized Electronic Transfer.

If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

26. Documentation.

You will get a monthly account statement (unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly).

27. Preauthorized Credits.

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (626)773-8888 to find out whether or not the deposit has been made.

28. Right to Stop Electronic Payment and Procedure For Doing So.

If you have told us in advance to make regular electronic payments out of your Account, you can stop any of these payments. Here's how:

You may follow the directions provided in the Services, to stop the payment through the Services, or

Call us at (626)773-8888 or write to us at:

8400 East Valley Blvd., Rosemead, CA 91770

in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you a fee for each stop payment order you give. Refer to the "Service Fees and Charges; Set Off" Section of this Agreement for fee details. A separate process will apply to the extent you wish to initiate check stop payment requests through the Services. Refer to "Check Stop Payment Services," above, for further details.

29. Additional Terms and Conditions

- a) Waiver: We may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of the term or provision in the future.
- b) Assignment: We may assign the rights and delegate the duties under this Agreement to a company affiliated with us or to any other party. You may not assign your rights or obligations under this Agreement, and any effort by you to do so is unenforceable at our election.
- c) Termination; Suspension; Delay: Except to the extent restricted by law, we reserve the right to terminate or to discontinue support of any Service, or delay or refuse

processing any transaction, without written notice. You may terminate this Agreement upon written notice to us. Termination of this Agreement will not affect any rights we may have, or any obligations you may have, as to any transaction or Services caused or attempted by you before termination.

- d) Choice of Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, except where preempted by federal law.
- e) Severability: Wherever possible, each provision of this Agreement shall be interpreted in a manner which makes the provision effective and valid under applicable law. If applicable law prohibits or invalidates any part or provision of this Agreement, that particular part or provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- f) Entire Agreement: This Agreement contains the entire agreement between the parties and no statements, promises or inducements made by either party or agent of either party that are not contained in this written Agreement or other documents referenced by this Agreement.
- g) Amendments to this Agreement: We may amend, add to or change this Agreement (including changes in its fees and charges hereunder). We will provide notice of amendments, additions or changes if required by law. Your continued use of the Services will constitute your consent to the amendments, additions or changes.