



# Cathay Online Banking & Mobile Banking Agreement and Consent to Electronic Disclosure

(Effective January 12, 2021)

PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS.

## PART I: SUMMARY

1. **Introduction.** This Agreement and Consent to Electronic Disclosure, along with the terms and conditions of any optional related services in which you have enrolled (together, the "Agreement") sets forth the terms and conditions of the online banking service (the "Service") offered to you by Cathay Bank ("we", "us", and "Bank"). This Agreement supplements, and supersedes where inconsistent, the terms of your account agreement with us. Your use of the Service will be deemed additional evidence of your agreement to these terms. If you want to receive this Agreement in hard copy through the mail, and do not want to receive it here, electronically, please notify our Customer Service Representative at: 800-922-8429.
2. **Our Service.** You can use this Service to conduct the following activities:
  - Account Information – You can obtain information about your account(s) and transactions.
  - Fund Transfers – You can transfer funds between your linked accounts with us, including transfers to make payments on Cathay Bank loans. You can also transfer funds between your accounts with us and accounts that you maintain with other financial institutions.
  - Bill Payments – Using Bill Pay, you can make bill payments to United States payees using our online banking service.
  - Send Money — You can send money to other individuals.
  - E-mail – You can communicate with us electronically through our secure e-mail system.
  - Stop Payment Orders – You can stop payment on a check.
  - Transaction Data Export – You can export transaction data to your personal finance software.
  - Mobile Banking and Mobile Deposit – The convenience of managing your accounts and making check deposits whenever and wherever you want, right on your mobile device.
  - Personal Finance Manager (PFM) – You can obtain financial data from other sources to create tools to help manage your finances.
  - e-Statement and Alert Delivery – You can receive your statements, notices, records, and other documents and information electronically.

You can access these functions through our web site: <http://www.cathaybank.com> or by downloading our Mobile banking app. Our ability to provide certain services depends on our ability to obtain services from others and to access third party networks. In the event any provider or network is unavailable or we determine, in our discretion, that we cannot continue providing any third party network or service access, we may discontinue the related service or may provide the service through an alternate third party provider. In such situations, we will have no liability for the unavailability of access.

The terms of this Agreement apply to all joint account holders. Each signer on your account will be given a unique User ID and password. Accounts requiring two or more signatures are not eligible for the Service.

## PART II: ONLINE BANKING GENERAL TERMS

1. **Your Equipment.** To use the Service, you must have the equipment described in the Consent To Electronic Disclosure section below. You are responsible for the selection, installation, maintenance, and operation of your hardware and software. We are not responsible for any errors, failures, or malfunctions of your hardware or software, or for any computer virus or related problems that may occur with your use of this Service. You are responsible for ensuring that your hardware and software are compatible with our system. We reserve the right to change our system requirements from time to time. Note: Some browser software may store user names and security codes to facilitate the future use of a web site. For security reasons, you agree to disable this feature in your browser. Check your browser's "Help" screen for more information on this feature.

WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICE OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE THAT YOU USE IN CONNECTION WITH THE SERVICE.

2. **Your User ID and Password.** You will need to enter a User ID and Password to access the Service. We may provide you with a Password or you may select your own Password. You agree to keep your User ID and Password secure and confidential. Never place them on or near your computer or mobile device. You should memorize your Password and change it periodically. We may act on any Service instruction that is accompanied by your User ID and Password. We may deny access to the Service if you do not enter your Password correctly several times. Persons granted a power of attorney over an account are not authorized to use the Service, and you agree not to provide them with your User ID or password.
3. **Account Balance and Transaction Information.** You can use the Service to obtain account balance and transaction information anytime of the day, seven days a week, except when our system is unavailable for maintenance or other reasons. Please note that the information provided may not include recent transactions and may include funds that are not subject to immediate withdrawal.

We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system. If you are unable to access our system for any reason, you can contact your branch of account during regular business hours for loan and deposit information or call 800- 922-8429 for automated account information.

4. **Fund Transfers.** You may make transfers between your eligible accounts with us. You may also transfer funds between your accounts with us and accounts you maintain at other U.S. financial institutions.

Eligible Accounts. Transfers may be made only to and from accounts in the United States, and only in U.S. dollars. Transfers cannot be made to or from time deposit accounts. We reserve the right to determine which accounts may be linked to the Service and, at our discretion, may refuse to allow certain accounts to be used with the Service. You may not make fund transfers to accounts you maintain at other financial institutions until those accounts have been set up and verified in your online banking profile. To do this you must log on to our online banking service. Set up for accounts you maintain at other financial institutions may require you to verify one or more micro-deposits or withdrawals made to those accounts. You agree to not use the Service for transfers to or from accounts maintained at other financial institutions unless you are an account holder on those accounts. Depending on the transfer type and your actions, it may take several days for accounts at other financial institutions to be set up and verified. You will see when those accounts are eligible for fund transfers in your online banking profile.

**Important Notice regarding Transfers from a Home Equity Line of Credit (HELOC). Funds transferred from your HELOC are considered advances on your credit line.** There are no Loan Advance Transaction Fees charged when drawing from your HELOC account. However, each advance you request from your HELOC will accrue Interest Charges from the date the funds are transferred from the HELOC to your checking or savings account. For more information on your Loan advances, please refer to your Loan account agreement or statement.



Scheduling Fund Transfers. You may instruct us to transfer funds on any business day (the “Transfer Date”), in advance. We may require that you schedule your fund transfer up to two business days before the Transfer Date. We may refuse any instruction to make a fund transfer before the earliest available Transfer Date.

Fund transfers are processed only Monday through Friday. Any request made on a weekend, holiday, or after 10:00 p.m. Pacific Time (4:00 p.m. Pacific Time for transfers involving your accounts at other financial institutions) on a business day may be processed on the following business day. You are responsible for scheduling fund transfers to be made in a timely manner.

We will not be responsible for delays that occur in the automated clearing house or for any action or omission by you or other financial institutions.

You agree that we may charge or place a hold against your account for the amount of your funds transfer up to two business days prior to the Transfer Date. You will receive a confirmation code at the time that you set up each online fund transfer.

Funds transferred from your account at another financial institution are generally credited to your account with us on the Transfer Date, but may not be available until we receive final settlement. This may take up to two business days. If final settlement does not occur within that time, we may reverse the credit to your account.

Transactions posted to your account as of a certain business day may not be reflected in account balances reported by the Service until the following business day. Information on transfers to or from your accounts with us will be reflected on your periodic statements, will be available to you online, and can be obtained by calling our automated line at 800-922-8429. We do not provide any other notice of the receipt, transmittal or debiting of funds transfers.

Initiating Automatic Recurring Transfers. You may use the Service to make regularly recurring transfers in the same amount between the same accounts. Once your arrangements are set, we will transfer funds automatically at the intervals you designate. If the Transfer Date for an automatic transfer falls on a weekend or holiday, the transfer may be sent the following business day. If the Transfer Date is scheduled for a day that does not exist for a particular month (e.g., February 30th), the transfer will be sent on the last business day of that month.

Erroneous Transfer Instructions. You assume sole responsibility for accurately describing transfer amounts, accounts, financial institutions, and addresses. We are not responsible for confirming such information, or for monitoring or refusing to process duplicate transfer instructions. If you give us a transfer instruction that is incorrect in any way, you agree that we may charge your account for the transfer whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer instructions.

Rejecting Transfer Instructions. We may reject transfer instructions with or without cause or prior notice. For example, we may reject a transfer instruction if you do not have sufficient available funds to cover the transfer or if you exceed the limitations on dollar amounts and/or number of transactions. Unless you have requested alerts for rejected transfer instructions, we generally will not notify you when a transfer instruction is rejected by us. If you wish to receive alerts for rejected transfer instructions, you must select that option under “Manage Alerts” in the Customer Service tab. Please see “*E-Statement and Alert Delivery*” below for additional terms that apply to alerts. Otherwise, you should confirm whether the instruction was accepted by reviewing your online account activity on the business day following the scheduled transfer date. If we reject a transfer, you will need to re-enter the information if you wish to make the transfer at a later date.

Changing or Cancelling Transfer Instructions. You can cancel or change a transfer request electronically by deleting or changing the transfer instruction from Activity Center under the Transactions menu in our online banking website. To do this, you must act before 10:00 p.m. Pacific Time (4:00 p.m. Pacific Time for transfers involving your accounts at other financial institutions) on the business day before the Transfer Date.



If you have told us in advance to make regular transfers from your account, you can cancel or change these transfers by (1) deleting or changing your transfer instructions electronically at our online banking website, or (2) calling us at 800-922-8429 or writing to us at: Cathay Bank, Attn: Customer Service Department, 9650 Flair Drive RS-02, El Monte, CA 91731. To cancel or change your transfer instructions by telephone or mail, we must receive your request at least three business days before the Transfer Date. (Note: If you give us your request by telephone or mail and we do not receive it at least three business days prior to the Transfer Date, we may attempt, at our sole discretion, to cancel the funds transfer. We assume no responsibility for our failure or refusal to do so, even if we accept the request for processing.) 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. If we do not receive written confirmation within 14 days, we may treat your verbal instruction as no longer binding. If you order us to cancel one of these transfers at least three business days before the Transfer Date and we do not do so, we will be liable for your losses or damages.

Limitations. Fund transfers to and from your accounts at other financial institutions are subject to the following limits: \$5,000 per transaction, \$5,000 per business day, and \$10,000 per calendar month. These transfers are also limited to a maximum of 2 transactions per business day and 20 transactions during any calendar month. We may permit you to exceed these limits from time to time at our sole discretion. If we do, we may stop doing so without prior notice to you. We also may deny or limit transactions for security reasons.

Payments and transfers from a Cathay Bank savings account or money market deposit account may be limited. These limits are disclosed to you in the Truth in Savings Initial Disclosure provided to you when you opened your account.

We may refuse to permit any transfer at any time and without prior notice if we believe it may violate applicable law. See your account agreement for further details.

5. **Bill Payment Service.** You can enroll online in our bill payment service which we call Bill Pay. If you have enrolled in Bill Pay, please refer to the TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE section in this document.
6. **Send Money.** You can enroll online in our Send Money service to send money to other individuals. If you have enrolled in Send Money, please refer to the separate TERMS AND CONDITIONS OF THE SEND MONEY SERVICE.
7. **Electronic Mail.** You can use the Service to send us electronic mail ("e-mail"). Since e-mail can be subject to delays and may not be reviewed by us after normal business hours, do not rely on it if you need to communicate with us immediately (e.g., to report an unauthorized transaction). If you need to contact us immediately, call us at 800-922-8429 during our business hours. We will have a reasonable time to act upon any e-mail instruction or request and reserve the right to reject any instruction or request received by e-mail. Our online e-mail is secure and encrypted for your protection. You should use it, and not use regular e-mail, when sending any sensitive information about yourself or your accounts (e.g., your account number, social security number, etc.). You may also include an attachment with your e-mail. The following file types for attachments are supported: .ach, .doc, .docx, .log, .pdf, .ppt, .pptx, .rtf, .text, .txt, .wpd, .xls, .xlsx, .zip.

The e-mail "Message" Service may not be used to make transfers between Bank accounts. You acknowledge that we cannot ensure that e-mail will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the Internet. Our service providers and we assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system.

We make no representation, warranty or endorsement with respect to: (a) information placed on the Internet by third parties; (b) the security or continued availability of the Internet or of any Internet web site, including without limitation our web site; or (c) the services, products or information made available over the Internet by others whose sites may be accessed, directly or indirectly, as a result of our Services. However, if you have a complaint about any product or service offered through one of these websites, please contact us at Cathay



Bank, Compliance Department, 777 North Broadway 1-0-A, Los Angeles CA 90012.

You agree that: (a) your use of the Internet will be at your own risk; (b) Internet services are provided to you on an "as is" basis, without warranties of any kind; (c) we, our affiliates, Internet service providers, and licensors will not be liable for any errors, defects in, or the untimeliness or lack of authenticity of, any information provided over the Internet; (d) you will comply with all laws applicable to your Internet activities; you will not transmit any information which is defamatory, abusive, or which may give rise to civil liability; we may monitor your e-mail and Internet communications with our employees; and (g) our Service will be subject to the additional qualifications and operating rules, if any, set forth on our web site.

8. **Stop Payment Service.** The stop payment function allows you to stop payment on a check written against your checking account or Money Market account. To stop payment on a check, you must provide us with timely, complete and accurate information on: the account number the item is drawn on; the date of the item; the item number; the payee information and the EXACT amount of the item (dollars and cents). If any information is incomplete or incorrect, we will not be responsible for failing to stop payment on the item. A stop payment request becomes effective when we confirm its receipt and have verified that the item has not been paid. From time-to-time, the on-line system may be inoperable. If that occurs, your stop payment request can be communicated to us by telephone at 800-922-8429 or by going into a Cathay Bank office during regular business hours.
9. **Transaction Export.** You can export your account transaction data to your personal or business financial software, such as Quicken, Money, or QuickBooks.
10. **Mobile Banking and Mobile Deposit.** Mobile Banking and Mobile Deposit provide you the convenience of managing your accounts and making check deposits on your mobile device. You can enroll online for Mobile Banking and Mobile Deposit or by downloading our Mobile banking app. If you have enrolled in Mobile Banking and Mobile Deposit, please refer to the TERMS AND CONDITIONS OF MOBILE BANKING AND MOBILE DEPOSIT section in this document.
11. **e-Statement and Alert Delivery.** You can enroll online for e-Statement and Alert Delivery service. If you have enrolled in this service, please refer to the E-STATEMENT AND ALERT DELIVERY TERMS AND CONDITIONS section in this document.
12. **Hours of Operation.** You can access account information and communicate through the Service 7 days a week, 24 hours a day. There may be times, however, when all or part of the Service is unavailable due to system outages or maintenance. We assume no responsibility for any damage or delay that may result from such unavailability.
13. **Privacy and Sharing of Information.** Please see our [Privacy Policy](#) for information about how we gather, use and secure nonpublic personal information about you. We may release information about you, your accounts and the transactions you perform to companies that perform services for us (such as check printers and data processing firms), to other financial institutions as part of a joint marketing arrangement, to our affiliates, with your permission, and as permitted by law. We may disclose information, for example:
  - Where it is necessary for completing transactions;
  - Where it is necessary for activating additional services;
  - In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
  - To a consumer reporting agency for research purposes only;
  - In order to comply with a governmental agency or court orders; or,
  - If you give us your written permission.
14. **Business Days.** Our business days are Monday through Friday, excluding holidays. Instructions received after the cutoff hour of 10:00 p.m. Pacific Time (4:00 p.m. Pacific Time for transfers involving your accounts at other financial institutions) or on a non-business day may be deemed received as of the next business day. Services may occasionally be unavailable due to needed maintenance or system/network interruptions. A transfer between your accounts will be posted on the business day we receive the instruction, but will not be available for withdrawal until the next business day.



15. **Documentation.** We will send or make available to you a monthly deposit account statement.
16. **Service Fees.** There is no set-up fee for enrolling in the Service, and no fee for accessing information about your accounts, using the Service electronic mail, or transferring funds between accounts by means of the Service. Fees separately disclosed to you in connection with your account or any transaction-related fees incurred in using the Services may apply. We may amend our Service pricing from time to time. Certain prices are subject to change without prior notice. You are responsible for any fees that may be billed to you by your Internet, telephone access, or mobile service providers.
17. **How to Notify Us of a Problem.** If you have a question about a Service transaction, believe your User ID or Password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, please contact us immediately by:
1. Calling our Cathay Bank Customer Service Center at 800-922-8429 between 6:00 a.m. and 7:30 p.m. (Pacific Time) or,
  2. Writing to us at:  
  
Cathay Bank  
Attn: Customer Service Department  
9650 Flair Drive RS-02  
El Monte CA 91731
18. **Password and Security.** You agree not to give or make available your password or other means to access the Service or your account(s) to any unauthorized individuals. You are responsible for all transfers and payments you authorize using the Service. If you permit other persons to use the Service (including Bill Pay) or your password or other means to access your account(s), you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Bank at once at the phone number or address set forth above, in Section 17. We may suspend or cancel a password without receiving such notice from you if we suspect that a password has been lost or stolen or is being used in an unauthorized or fraudulent manner.
19. **Your Responsibility.** If you permit other persons to use any Service, you are responsible for any transactions they authorized from your accounts. Tell us AT ONCE if you believe your User ID or Password has been lost or stolen, or if you believe that someone has made payments, transferred or may transfer money from your account without your permission. Telephonic notification is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within two business days, you can lose no more than \$50 if someone used your User ID or Password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your User ID or Password, and we can prove that we could have stopped someone from using your User ID or Password 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, 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.
20. **Our Responsibility.** 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 example, if: (a) your account does not contain sufficient available funds to make the transfer; (b) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or claim restricting the transfer; (c) the transaction information you supply to us is incorrect, incomplete or untimely; (d) the system was not working properly and you knew about the problem when you requested the transfer; (e) circumstances beyond our control (such as fire, flood, blackouts, viruses, computer breakdowns or telecommunication breakdowns, telecommunication problems, or the failure to perform by any third party service provider) prevent the transaction, despite reasonable precautions that we have taken; (f) the transfer could not be completed due to the system's unavailability; (g) you fail to follow our

on-screen instructions properly; or (h) we believe the transaction may be unauthorized or are uncertain as to anyone's authority to use the Service. There may be other exceptions stated in our Agreement with you.

21. **In Case of Errors or Questions about Your Electronic Transfers.** Call or write to us at the number or address listed in Section 17 as soon as you can if you think your statement is wrong or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You must: (a) tell us your name and account number; (b) describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and (c) tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time that 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, we may take up to 90 days to investigate your complaint or question, and up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 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.

THE FOREGOING SHALL CONSTITUTE THE BANK'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

22. **Third Party Website Links.** Our Service website may contain linked to other third party websites. When linking to those third party websites, you are subject to the terms posted by those third party websites, including any privacy policy. We are not responsible for, nor do we control, the content, products, or services provided by any linked third party websites. We do not endorse or guarantee the products, information, services, or recommendations provided by linked websites and are not liable for any failure of products or services advertised on those websites. In addition, each third party website may provide less security than we do and may have a substantively different privacy policy. You should review the security and privacy policies of such third party websites. Your access, use, and reliance upon such content, products, or services are at your own risk.
23. **Other Terms.** This Agreement supplements the terms of your account agreement with us. Please see that agreement for other terms relating to this Service (for example, waivers, and overdrafts). You agree to comply with this Agreement. Unless we agree otherwise in writing that specifically refers to this Agreement, this Agreement, our web site Terms and Conditions, and your account agreement contain all of the terms of our agreement with you with respect to the Service. The terms of this Agreement will supersede any conflicting terms in the web site Terms and Conditions and your account agreement with respect to the Service.
24. **Change in Terms.** We may add to, delete from, or change the terms of this Agreement at any time by sending a notice to any of you at the address or e-mail address shown in our records, by posting the notice or an amended Agreement on our web site, or by delivering it to you. You may choose not to accept the change by closing your account(s) or terminating this Agreement and your use of the Service. Your use of the Service after the effective date of the amendment will be evidence of your acceptance of the revised terms.
25. **Termination.** We may terminate or suspend your access to all or part of the Service at any time, with or without cause. We may automatically terminate or suspend your use of the Service without notice if you do not use it for 180 consecutive days. You can terminate this Service by calling or writing to us at the number or address listed in Section 17. If you terminate the Service, let us know if you have any outstanding scheduled transfers that you also wish to cancel. Unless you advise us not to make such transfers, you will be



responsible for any transfers we make following your notice of termination. We may refuse to make scheduled Service transfers following termination of the Service.

26. **Business and Other Non-Personal Accounts.** Our obligations set forth in Sections 24 and 25, and the limitations on customer liability set forth in Section 23 and on the back of periodic statements, do not apply in the case of business or other non-personal accounts. The owners of those accounts must notify us immediately if they discover any unauthorized transactions or errors, and must send us a written notice of the problem within a reasonable time (not to exceed 14 days from the date of discovery or the receipt or availability of the first statement or notice reflecting the problem, whichever occurs first). Under no circumstances will we be liable for any special or consequential damages involving such accounts. We may process any online instruction we believe is given by any of you if the instruction is accompanied by your User ID and Password, and you will be obligated for the transfer, even if the instruction is not transmitted or authorized by you.
27. **Disputes.** In the event of a dispute you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Bank which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Bank relating to the subject matter of this Bill Pay Agreement. If there is a conflict between what an employee of the Bank or Customer Service Department says and the terms of this Bill Pay Agreement, the terms of this Agreement will prevail.
28. **Assignment.** You may not assign this Agreement to any other party.
29. **No Waiver.** The Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
30. **Captions.** The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law's provisions.

### [PART III: CONSENT TO ELECTRONIC DISCLOSURE]

You are the primary or joint owner of and an authorized signer on the accounts for which you are requesting access, or you are duly authorized to act on behalf of the business which owns the account(s) and receive password information for the Service.

Any notice, record or other type of information that is provided to you in connection with your accounts and services, such as the Cathay Online Agreement and Consent To Electronic Disclosure, the terms and conditions for optional related services (included below), change-in-term notices, fee and transaction information, notices, check images, regulatory changes, statements, and account information ("Communications"), may be sent to you electronically by posting the information at our website, [www.cathaybank.com](http://www.cathaybank.com), or by sending it to any of you, using the email address you provided to us, by encrypted e-mail.

We will not be obligated to provide any Communication to you in paper form unless you specifically request us to do so.

You may obtain a paper copy of any Communication by contacting us at **Cathay Bank, Attn: Customer Service Department, 9650 Flair Drive RS-02, El Monte CA 91731** or by calling us at **800-922-8429** within the United States, or by calling us at 626-582-7380 outside the United States. Although we do not currently impose a fee for paper copy requests, we retain the right to do so at a later date. You also can withdraw your consent to ongoing electronic Communications in the same manner described above, and ask that they be sent to you in paper or





non-electronic form. We may elect to terminate some or all of the Service if you choose to receive Communications in paper or non-electronic form.

You agree to provide us with your current e-mail address for notices. Changes to your contact information can be made either by logging onto our Service website or by contacting us at the telephone number stated above.

In order to use the Service, you will need a working connection to the Internet. The following compatibility table describes how we define compatibility levels:

<b>Compatibility</b>	<b>Description</b>
Recommended	Provides the ideal experience with Online and Mobile Banking
Supported	Supports the general functionality of Online and Mobile Banking. May have some minor behavioral or cosmetic differences.
Limited Support	Supports the general functionality of Online and Mobile Banking. May have behavioral or cosmetic differences.
Unsupported	Results may be inconsistent. The Bank does not guarantee compatibility with Online or Mobile Banking

The following browsers are supported. Any browser not listed below should be considered unsupported.

<b>Browser</b>	<b>Windows</b>	<b>macOS</b>
Google Chrome (Current and previous two versions)	Recommended	Recommended
Mozilla Firefox (Current and previous two versions)	Supported	Supported
Microsoft Edge (Current and previous two versions)	Supported	Unsupported
Apple Safari (Current and previous two versions)	Unsupported	Supported

You will need a computer that has:

- Microsoft Windows 10 or Mac OS X 10.10.
- Available browser updates applied for improved security that provide anti-virus and spyware protection.
- An internet connection with a minimum of 1 Mbps download speed.
- A printer connected to your computer to print disclosures/notices to save the information.
- To download transaction information into Quicken or Microsoft Money (2004 or earlier version), you will need the equipment and software required by their respective operating instructions.

Satellite connections often have difficulty supporting Hypertext Transfer Protocol Secure (HTTPS) applications. Since our online banking provider is HTTPS-encrypted for the safety of your financial information, some satellite cable connections may exhibit slow responses. We do not provide ISP services. You must have your own Internet service provider.

- We may amend (add to, delete, or change) these terms by providing you with advance notice. If after you've consented to these terms we make a material change to our hardware or software requirements, we will send you a statement of these revised standards, and you will be required to provide a new consent. If you are unable to meet these new requirements you have the right to withdraw from the Service without penalty or imposition of any fees. To withdraw your consent at any time, please contact us at the address or phone number above.



## PART IV: TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE

If you have enrolled in Bill Pay, the following additional terms and conditions supplement, and supersede where inconsistent, other terms of the Agreement.

### 1. Definitions

"Bill Pay" means the bill payment service offered by us.

"Bill Pay Agreement" means these terms and conditions of the bill payment service.

"Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the checking or money market account from which bill payments will be debited.

"Billing Account" is the checking account from which all Bill Pay related fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Payee to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through Bill Pay but has not begun processing.

### 2. Payment Scheduling

Transactions begin processing four (4) Business Days prior to your Scheduled Payment Date. Therefore, the application will not permit you to select a Scheduled Payment Date less than four (4) Business Days from the current date. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

### 3. Bill Pay Guarantee

Due to circumstances beyond our control, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. We will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

### 4. Payment Authorization and Payment Remittance

By providing names and account information of Payees to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the payment system. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Payee directives.

When we receive a Payment Instruction, you authorize us to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you.



Payments by check may be received by a Payee prior to the Scheduled Payment Date and presented by the Payee against your account at that time. If you do not have sufficient funds in your Payment Account at the time a check is presented by the Payee, we may pay the amount of the check and charge you an overdraft fee or return the check and charge you a fee for nonsufficient funds.

You also authorize us to credit your Payment Account for payments returned to us by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of Payment Manager.

We will use our best efforts to make all your payments properly. However, we shall incur no liability and any Bill Pay Guarantee shall be void if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- a. If, through no fault of ours, your Payment Account does not contain sufficient available funds to complete the transaction;
- b. The payment processing center is not working properly and you know or have been advised about the malfunction before you execute the transaction;
- c. You have not provided the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
- d. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if Bill Pay causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, we shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

## **5. Payment Methods**

We reserve the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

## **6. Payment Cancellation Requests**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once we have begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

## **7. Stop Payment Requests**

Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service by calling 800-922-8429. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

## 8. Prohibited Payments

Payments to Payees outside of the United States or its territories are prohibited through Bill Pay.

## 9. Exception Payments

Tax payments and court ordered payments may be scheduled through Bill Pay, however such payments are discouraged and must be scheduled at your own risk. In no event shall we be liable for any claims or damages resulting from your scheduling of these types of payments. The Bill Pay Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed with Bill Pay. We have no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Bank.

## 10. Payments from Money Market Accounts

Transfers from Money Market deposit accounts may be limited. These limits are disclosed to you in the Truth in Savings Initial Disclosure provided to you when you opened your account. Refer to your account agreement and disclosure for further information.

## 11. Bill Delivery and Presentment

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill (E-bills) options, you also agree to the following:

Information provided to the Payee - We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

Activation - Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

Notification - We will use our best efforts to present all of your electronic bills promptly. We may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. We will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold us harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.



Accuracy and dispute of electronic bill - We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Bill Pay Agreement does not alter your liability or obligations that currently exist between you and your Payees.

## **12. Exclusions of Warranties**

BILL PAY AND ITS RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **13. Fees and Additional Charges**

There is no fee to enroll, and no monthly fee to use, Bill Pay. Any fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

## **14. Failed or Returned Transactions**

In using Bill Pay, you are requesting us to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice. In such case, you agree that:

- a. You will reimburse us immediately upon demand the transaction amount that has been returned;
- b. For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
- c. You will reimburse us for any fees imposed by other financial institutions as a result of the return;
- d. You will reimburse us for any fees incurred in attempting to collect the amount of the return from you; and,
- e. We are authorized to report the facts concerning the return to any credit reporting agency.

## **15. Alterations and Amendments**

This Bill Pay Agreement, applicable fees and service charges may be altered or amended by us from time to time. In such event, we shall provide notice to you. Any use of Bill Pay after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Bill Pay Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only more recent revisions and updates.

## **16. Address or Banking Changes**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.





## **17. Termination, Cancellation, or Suspension**

In the event you wish to cancel Bill Pay, you may have the ability to do so through the product, or you may contact customer service via one of the following:

- Telephone us at 800-922-8429 during customer service hours; and/or
- Write us at:

Cathay Bank  
Attn: Customer Service Department  
9650 Flair Drive RS-02  
El Monte CA 91731

Any payment(s) we have already processed before the requested cancellation date will be completed. All Scheduled Payments including recurring payments will not be processed once Bill Pay is cancelled. We may terminate or suspend Bill Pay at any time. Neither termination nor suspension shall affect your liability or obligations under this Bill Pay Agreement.

## **18. Payee Limitation**

We reserve the right to refuse to pay any Payee to whom you may direct a payment. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Bill Pay Agreement.

## **19. Returned Payments**

In using Bill Pay, you understand that Payees and/or the United States Postal Service may return payments for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. We will use our best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account.

## **20. Information Authorization**

Your enrollment in Bill Pay may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in Bill Pay, you agree that the Bank reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Bank reserves the right to obtain financial information regarding your account from a Payee or another financial institution (for example, to resolve payment posting problems or for verification)



## **PART V-A: TERMS AND CONDITIONS OF MOBILE BANKING AND MOBILE DEPOSIT**

If you have enrolled in Mobile Banking and Mobile Deposit, the following additional terms and conditions supplement, and supersede where inconsistent, other terms of the Agreement. Mobile Banking and Mobile Deposit are provided by Cathay Bank and not any other third party. You and Cathay Bank are solely responsible for the content transmitted through the text messages sent to and from the Bank. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.). Please note, you are not required to enroll in our online Banking Service in order to enroll in Mobile Banking and Mobile Deposit.

### **1. Assistance**

To stop receiving text messages relating to Mobile Banking, text STOP to 86434.

In case of questions please contact customer service by calling us at 800-922-8429 or writing to us at: Cathay Bank, Attn: Customer Service Department, 9650 Flair Drive RS-02, El Monte, CA 91731.

Note: Wireless carriers are not liable for delayed or undelivered messages. Messages and data rates may apply from your wireless carrier.

### **2. Fees**

We do not currently charge for the Mobile Banking service; however, your mobile service provider may charge for web access and sending and receiving text messages on your mobile phone. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service. Check with your service provider for details on specific fees and charges that may apply. Fees separately disclosed to you in connection with your account or any transaction-related fees incurred in using the Services may apply.

We may impose a charge for each payment or transfer that exceeds the transaction limitation we set for your account each statement period, as detailed below. Please see our fee schedule for NSF fees and other fees that could affect your accounts.

### **3. Limitations**

We reserve the right to limit the frequency and dollar amount of transfers and payments for security reasons. Payments and transfers may only be made to and from account in the United States, and only in U.S. dollars. In connection with Mobile Banking, Bill Payments may not exceed a total of \$9,999.99 per transaction or \$20,000 per business day. Send Money transactions are limited to \$750 per transaction and \$1,000 per business day, as long as you do not exceed your available debit card point of sale limit, as further described in the Terms and Conditions of the Send Money Service. If any transaction is scheduled to occur on a weekend, a holiday, or after our cutoff hour, we may determine your transaction limitations as if the transaction occurred on the following business day. We may permit you to exceed these limits from time to time at our sole discretion, but may cease doing so at any time and without prior notice. Payments and transfers from savings accounts and Money Market deposit accounts may be limited. These limits are disclosed to you in the Truth in Savings Initial Disclosure provided to you when you opened your account. We may refuse to permit a Service transaction at any time and without prior notice if we believe it may violate applicable law. See your account agreement for further details.

### **4. Equipment**

To use Mobile Banking and Mobile Deposit, you must have a web-enabled cell or smart phone with a working connection to the Internet. You represent that you are the owner, or authorized user of the wireless device you use to receive test messaging. If you have a mobile Internet browser and Internet access from your phone, it is likely



you can use Mobile Banking. A list of wireless devices and operating systems compatible with our Mobile Banking services is available for review at [www.cathaybank.com](http://www.cathaybank.com). Your mobile phone must support WAP (Wireless Application Protocol) 2.0 or higher, the international standard for applications using wireless communication. Most phones today support WAP. You must also have the App and other equipment described in the Agreement. You are responsible for the selection, installation, maintenance, and operation of your mobile device, software, and other equipment required for the Service.

We are not responsible for any errors, failures, or malfunctions of your hardware or software, or for any virus or related problems that may occur with your use of Mobile Banking and Mobile Deposit. You are responsible for ensuring that your hardware and software are compatible with our system. We reserve the right to change our system requirements from time to time. These terms do not amend any agreement you may have with your internet service or wireless providers.

## **5. No Warranties**

MOBILE BANKING AND MOBILE DEPOSIT ARE MADE AVAILABLE ON AN “AS IS” AND “AS AVAILABLE” BASIS. NEITHER WE NOR OUR VENDORS PROVIDE ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THESE SERVICES. ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE GREATEST EXTENT PERMITTED BY LAW. NEITHER WE NOR OUR VENDORS ASSUME ANY LIABILITY FOR THE UNAVAILABILITY OF THESE SERVICES. THIS PROVISION SHALL NOT BE DEEMED TO LIMIT OUR OBLIGATIONS AS OTHERWISE SET FORTH IN THIS AGREEMENT OR AS REQUIRED BY LAW.

## **6. Collection of Data**

Data obtained from you in connection with Mobile Banking and Mobile Deposit may include your mobile phone number, your carrier’s name, and the date, time, and content of your messages and other information that you may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop, and improve the service. We will only use the information you provide to the service to transmit your text message or as otherwise described in this document. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the service, you agree to provide accurate, complete, and true information.

Your wireless carrier and other service providers may also collect data from your Mobile Banking and Mobile Deposit usage, and their practices are governed by their own policies. Bank is not responsible for the privacy practices or security of these providers. You are encouraged to review the provider’s privacy policy (ies) before supplying any personal information as well as the content and materials received through the service are proprietary to us and our licensors, and is for your personal, non-commercial use only. You shall not damage, impair, interfere with, or disrupt the service or its functionality.

## **7. Services Available through Mobile Banking**

Services available through Mobile Banking include Fund Transfers, Bill Payments, and Send Money. Please consult the Agreement as well as the respective terms for those services for more information. Mobile Deposit is also available through Mobile Banking, as further detailed below.

## **8. Discrepancies**

We assume no responsibility for the accuracy or timeliness of information provided by, or retrieved from, other institutions or other parties to your transactions. You agree to provide us with prior written notice of any changes in your designated accounts with payees and other institutions that would affect our right or ability to process Service transfers or payments. If a transfer or payment instruction identifies a payee or a bank by name and account or

other identifying number, we and other financial institutions may process the transaction solely on the basis of the number, even if it identifies a different person or entity from what is indicated in the instruction. We have no obligation to identify and investigate discrepancies between names and numbers.

## 9. Limitation on Time to Sue

Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to the Service must be commenced no later than one year after the day the cause of action accrues.

## 10. Indemnification

Except as otherwise set forth in this Agreement, you agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including, without limitation, attorney fees) related to or arising out of: (a) your actions and omissions in connection with your accounts or our Service, or (b) our actions and omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions. This provision shall survive the termination of this Agreement.

## 11. Mobile Deposit

If you are enrolled in Mobile Banking, the following terms and conditions apply to your use of Mobile Deposit and supplement and supersede, where inconsistent, other terms of the Agreement.

- **Description.** Mobile Deposit is a service through which you can use your mobile device to deposit checks to your designated bank account by capturing images of the original paper checks and transmitting the digital images and associated information (“images”) to us.
- **Fees.** Mobile Deposit is currently available to you at no additional charge; however, your mobile service provider may charge for web access on your mobile phone. You are responsible for any fees or other charges that your wireless carrier may charge for any related data services. Check with your service provider for details on specific fees and charges that may apply. Fees separately disclosed to you in connection with your account or any transaction-related fees incurred in using the services may apply.
- **Eligibility.** Deposits to passbook savings or certificate of deposit accounts are not permitted.
- **Technical Difficulties and Service Unavailability.** When using Mobile Deposit, you may experience technical or other difficulties. Mobile Deposit may be unavailable due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branch or through our ATMs.
- **Permissible Checks.** You may use Mobile Deposit only to deposit images of original paper checks that are payable only to you. You may not use Mobile Deposit to deposit: (a) checks payable to others (even if endorsed over to you); (b) checks payable to you and another party who is not a joint owner on the account receiving the deposit; (c) demand drafts or remotely created checks (i.e., checks that do not bear the signature of the person who owns the account on which the check is drawn); (d) substitute checks (i.e., paper checks created from an electronic image); (e) checks that are irregular in any way (e.g., where the numerical and written amounts are different); (f) checks that have previously been returned unpaid for any reason; (g) checks that are postdated or more than 6 months old; (h) checks drawn on a foreign bank or payable in a foreign currency; (i) checks payable to “Cash” or “Holder”; (j) checks drawn on another account owned by any of you; (k) registered government warrants; (l) checks that contain evidence of alteration, or that you suspect may be fraudulent or not properly authorized; (m) payable through drafts

(i.e., a draft payable through a specific bank); (n) checks that exceed any limitation described in this Agreement; (o) travelers checks, cashier's checks, money orders, or U.S. savings bonds; (p) checks that do not comply with our procedures relating to Mobile Banking, as specified below, or (q) checks that are otherwise not acceptable under the terms of your account agreement with us. Our processing of any of the checks described above shall not obligate us to continue that practice, and we may stop doing so without cause or prior notice.

- **Requirements.** The image of an item transmitted to us using Mobile Deposit must be legible. Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. We may process the image by preparing a "substitute check" or clearing the item as an image. You agree to place the words "For Mobile Deposit Only" and your account number above the endorsement on the reverse side of all checks you deposit through Mobile Deposit.
- **Deposit Limits.** Unless we advise you otherwise, you may not use this Service to deposit any check with a face value greater than \$10,000 or more than \$10,000 in checks on any business day. In addition, you may not deposit more than ten items on any business day. Note: Transactions occurring on a Saturday, Sunday or holiday will be combined with transactions on the next business day for this purpose. We may change these limits from time to time. Unless we advise you otherwise, revised limits will be effective immediately upon notice to you.
- **Receipt of Deposit.** We will send an email when we receive an image for deposit to your account. You agree to verify that your deposits have been correctly posted to your account each day and to notify us immediately of any discrepancy. You should electronically store or print a copy of the email confirmation for your records. If you do not receive a confirmation, it may mean that we did not receive your transmission or that there was a problem with some of the information. If check information received by us is not complete and otherwise usable for any reason, we may reject the deposit, notwithstanding any confirmation by us of its receipt, and charge the amount back against any provisional credit to your account. Following receipt, we may process the image by preparing a paper "substitute check" or clearing the item electronically. We may refuse any check for deposit, with or without cause, or may elect to take a check on a collection basis only. Please see your account agreement for other terms related to deposits.
- **Your Responsibility.** You are responsible if you, intentionally or unintentionally, submit incorrect, duplicate or illegible images to us or if the Service is used by authorized or unauthorized persons to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.
- **Original Checks.** After you receive confirmation that we have successfully received an image, you must securely store the original check for not more than 14 days, at which time you must thoroughly destroy it (e.g., by marking it "VOID" and cutting it into small pieces). At our request, you must provide us with the original check (if it is still in your possession) or a legible copy within five business days. If you fail to do so, we may reverse the amount from your account. You agree that you will never negotiate, deliver, transfer, present, or deposit the original check (or a copy) once it is processed by us. You agree to indemnify and hold us harmless if anyone is asked to make a payment based on an original check that has already been paid (or any copy or other reproduction of that check).
- **Funds Availability.** If we confirm our receipt of your deposit information on a business day before 7:00 p.m., we will consider that day to be the day of your deposit. However, if we confirm receipt of your deposit information after this hour or on a day we are not open, we will consider that the deposit was made on the next business day. Funds deposited using Mobile Deposit will generally be available on the second



business day after the day of deposit. If you are a new customer, the Bank may hold funds from your mobile deposit for up to 10 business days during the first 30 days your account is open. If the Bank will delay availability of the funds for a longer period, you will receive notice indicating when the funds will be available to you.

If the maker of a check or another third party makes a claim against us or seeks a recredit with respect to any check processed through this Service, we may provisionally freeze or hold aside a like amount in your account pending our investigation and resolution of the claim. We also may charge your account for any check that is returned, whether or not the return is timely or proper. If a check is returned to us for any reason, we may return it to you in the form of a substitute check. If you decide to redeposit the returned item, you may only redeposit the substitute check in person at one of our branches; you may not deposit the original check without advising us that it was previously deposited electronically and obtaining our written approval.

- **Your Warranties.** You represent and warrant the following with respect to each check that you deposit through the Service: (a) You have the legal right to deposit and negotiate the check, regardless of the name of the payee shown on the check; (b) You are the holder of the check and the person entitled to enforce it; (c) The images and information that you transmit accurately represent all of the information on the front and back of the original check, including (without limitation) all endorsements, at the time of transmission; (d) You have not taken any action that would obscure, alter or impair the capture or transmission of information on the front or back of the check or that otherwise may prevent us or another bank from capturing or processing such information; (e) You make all warranties that would otherwise apply to the check if it had been a paper item deposited with us (e.g., you warrant that the check has not been altered); (f) You make all encoding, transfer, presentment and other warranties that we or any correspondent bank we use are deemed to provide to others (e.g., as a reconverting bank) under any law, regulation, operating circular, clearing house rule, or image exchange network rule or agreement to which we are a party; (g) You have possession of the original check and it will not be transferred, endorsed to a third party, or submitted for deposit or payment; (h) No check, whether in paper or electronic form, will be presented for deposit or payment more than once; (i) The check is not prohibited by this Agreement; (j) You assume responsibility for any check that is transmitted to us which for any reason is not paid; and (k) You will only use Mobile Deposit for lawful purposes and in compliance with our Mobile Deposit instructions and applicable law.
- **Notice of Errors and Other Problems.** You agree to notify us immediately in writing if you discover: (a) any error or discrepancy between your records and the information we provide to you about your mobile deposit transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized or unreported deposits; (c) a breach in the confidentiality of your Password; or (d) other problems related to this Service. Unless you notify us within 30 days, the statements, confirmations and reports regarding mobile deposits made through this Service shall be deemed correct, and you are prohibited from bringing a claim against us for the alleged unauthorized transaction or discrepancy (absent manifest error).
- **Limitation of Liability.** We will not be liable for any indirect, incidental, special, consequential or exemplary damages in connection with Mobile Deposit. In addition, we will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties which are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a transmission error or a breakdown in any computer or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) limitations placed on transactions by any bank regulatory agency, clearing house or exchange network rules or guidelines; (h) your failure to provide us with complete and correct check images and data in accordance with this Agreement and our instructions regarding Mobile Deposit; (i) our inability to confirm to our satisfaction the authority of any

person to act on your behalf; (j) the return of any check by the institution upon which it is drawn; (k) any information that is lost, intercepted or destroyed during its transmission to us; (l) the unavailability of Mobile Deposit for any reason; (m) your failure to follow any applicable software manufacturer's recommendations or our instructions regarding Mobile Deposit; or (n) limitations placed on transactions by the Federal Reserve, clearing house or exchange network rules or guidelines, or other applicable law, regulation, or guidance. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with this Service.

- **Indemnification.** You agree to indemnify, defend, and hold us, our service providers and agents harmless from and against any and all demands, actions, proceedings, liabilities, losses, costs (including attorneys fees), penalties, fines, and claims, including (without limitation) warranty claims, that result from or arise in connection with: (a) your use of Mobile Deposit or our processing of checks in accordance with the Agreement and these terms; (b) your actions or omissions, including your breach of any representation or failure to comply with these terms; (c) your failure to comply with applicable state and federal laws and regulations; (d) actions by third parties, such as the introduction of a virus, that delay, alter or corrupt the transmission of images to us; or (e) any claim by a recipient of a substitute check corresponding to a check processed through this Service, that the recipient incurred a loss due to (i) the receipt of a substitute check instead of the original check, or (ii) multiple payments with respect to the same original check, based on any combination of the original check, the substitute check and/or any paper or electronic copy of either. This section shall survive the termination of the Agreement.
- **Ownership.** You agree that Cathay Bank retains all ownership and proprietary rights in Mobile Deposit, associated content, technology, and website(s). Your use of Mobile Deposit is subject to and conditioned upon your complete compliance with the terms in the Agreement. Without limiting the effect of the foregoing, any breach of the Agreement or these terms by you immediately terminates your right to use Mobile Deposit. Without limiting the restriction of the foregoing, you may not use Mobile Deposit (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to our business interest, or (iii) to our actual or potential economic disadvantage in any aspect. You may use Mobile Deposit only for non-business, personal use. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the MD Services.

NOTE: YOUR USE OF MOBILE BANKING AND MOBILE DEPOSIT WILL BE SUBJECT TO THE SEPARATE END USER LICENSE AGREEMENT TERMS APPLICABLE TO USE OF THE MOBILE BANKING DOWNLOADABLE APP.

## **PART V-B: MOBILE BANKING END USER LICENSE AGREEMENT**

### **1. Ownership.**

You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

### **2. License.**

Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

### **3. Restrictions.**

You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

### **4. Disclaimer of Warranty.**

THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

### **5. Limitation of Liability.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

### **6. U.S. Government Restricted Rights.**

The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

## **7. Miscellaneous.**

This Agreement constitutes the entire agreement between the parties concerning the Software. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of California and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

## **8. Content and Services.**

Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

### **PART VI: E-STATEMENT AND ALERT DELIVERY TERMS AND CONDITIONS**

If you have enrolled in e-Statement and Alert Delivery, the following terms and conditions (the "e-Statement Agreement") supplement, and supersede where inconsistent, other terms of the Agreement and sets forth the terms of the e-Statement and Alert Delivery Service (the "e-Statement Service") offered to you by Bank. By enrolling in the e-Statement Service, you confirm that you have read this section and agree to its terms.

As used in this section, "Alerts" includes any notice, agreement, record or other type of information that is provided to you in connection with your accounts or the e-Statement Service, such as the Agreement, e-Statement Agreement, change-in-term notices, fee and transaction information, check images, tax information, privacy and other notices, statements, and other account-related information.

#### **1. Description of e-Statements**

You may elect to receive your statement electronically (an "e-Statement") for any Eligible Accounts (defined below) that you choose. Account statements will be made available to you electronically in Portable Document Format ("PDF") that you can view online, save to your computer or print at your convenience. Any inserts or other Alerts that normally accompany your mailed statement will either continue to be mailed under separate cover or provided to you electronically. From time to time, we may add to, modify or delete any feature of the e-Statement Service at our sole discretion.

You understand and agree that, by enrolling in the e-Statement Service, you will no longer receive statements by mail. However, you can request copies of statements and Alerts by contacting us at 800- 922-8429. We may charge you a fee for paper copies, as stated in our current Schedule of Fees.

#### **2. Eligible Accounts for e-Statements**

Checking, savings, and money market accounts and consumer loan statements (HELOC and mortgage) are eligible for the e-Statement Service. Each account must be enrolled for the e-Statement Service on an individual basis. e-Statements will be available at the same frequency as your paper statement.

### **3. Enrolling in e-Statements**

In order to use the e-Statement Service, you must have enrolled in the Service and be a Cathay Bank online banking customer with a working connection to the internet. Your browser must support the Secure Sockets Layer Protocol and must be compatible with our hardware and software requirements as disclosed to you in the “Consent to Electronic Disclosure” section of this Agreement. You will need to have Adobe® Acrobat Reader® or a compatible software installed on your computer in order to access, view and print your statements. To download a free copy of Adobe® Acrobat Reader®, please visit [www.adobe.com](http://www.adobe.com). We do not provide ISP services. You must have your own internet service provider.

For accounts with multiple owners, only one account owner needs to enroll the account in the e-Statement Service. Once enrolled, the account will no longer appear on any account owner's paper statement. The account statement will be available for viewing to all owners of the account who are enrolled in the Service regardless of which owner enrolled for the e-Statement Service.

### **4. Fees and Additional Charges**

There is no fee to enroll, and no periodic fee to use, the e-Statement Service. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and/or Internet service provider.

### **5. Accessing Your e-Statements**

Your periodic e-Statement and Alerts will be presented or made available to you via the Service. Once you enroll in the Service, you and all other account owners will have access to your e-Statements within the Service. An electronic notification will be sent to your email address at the end of each statement cycle alerting you that the most recent statement is available for viewing. You agree to review your e-Statements and Alerts in a timely manner, just as you would paper statements and notices, and promptly notify us of any errors, unauthorized activity or other problems.

All e-Statements and Alerts are in a format that can be printed or saved to your computer for your future reference. You may view and print online images of the checks posted to your account. You may request that a photocopy of a cancelled check be mailed to you. However, we may impose a fee for each photocopy requested.

If you close an account or cease to be an online banking Service customer, you will no longer be able to view your account online, and future statements for your open account(s) will revert back to paper statements via U.S. mail.

You may request that a copy of your current or a previous statement (or Alerts) be mailed to you at your address. We may impose a fee for paper copies, as stated in our current Schedule of Fees.

If you currently receive duplicate statements at the same address, mailing of the duplicate copy will be discontinued; however, you can print multiple copies of your statement through the e-Statement Service. If you currently have a copy of your statement mailed to an interested third party (e.g., your accountant), mailing of a paper statement to the interested party will continue.

### **6. Change Statement Delivery Method**

You may discontinue this e-Statement Service at any time by changing the delivery preferences shown in your e-Statement Profile. When you discontinue the e-Statement Service, you will automatically resume receiving mailed account statements and Alerts beginning with your next statement cycle. Electronic Alerts, if any, will be discontinued. The statements that were previously presented online will not be mailed to you; however, you may access copies of past statements using the Online Banking Statement History function.





## **7. Email Address Maintenance**

You will be deemed to receive statements and Alerts on the date we make them available for you. As such, it is important that we have your current email address. You agree to update your email address by going to the Cathay Online Banking Settings menu, clicking "Update Personal Information," and then making your update. Unless otherwise prohibited by law, rule or regulation, if our email to you is returned as undeliverable, we may discontinue sending e-Statements and Alerts, and switch your account to paper statements via U.S. mail until you provide us with a valid email address. We are not liable for any third party-incurred fees, other legal liability, or any other issues or liabilities arising from e-Statements and Alerts sent to an invalid or inactive email address or postal address that you have provided.

## **8. Termination of e-Statements**

We may elect to send paper statements and Alerts to you at any time without prior notice. We also reserve the right to terminate this e-Statement Agreement and your access to our online banking Service in whole or in part, at any time without cause or prior notice. You may terminate this e-Statement Agreement at any time by changing the delivery preferences shown in your e-Statement Profile.

## **9. Amendment**

We may add to, delete or change any term of this online banking agreement and consent to electronic disclosure (and any service described in this document) by providing you with advance notice.