



CATHAY BANK

Mobile Banking Agreement

This Agreement sets forth the terms and conditions of the mobile banking service (“Service”) offered by Cathay Bank. In this Agreement, “you” refers to each owner and authorized signer on the accounts that may be accessed through the Service. The terms “we,” “us” and “Bank” refer to Cathay Bank. Part A of this Agreement incorporates, supplements, and supersedes where inconsistent, the terms of your online banking agreement with us with respect to the Service. Part B represents a legal agreement between you and the third party licensor (the “Licensor”) which provides the technology solution (the “App”) used to access the Service. Please read Parts A and B carefully as they are both part of your Agreement for the Service. Your use of the Service will be deemed further evidence of your agreement to these terms. Unless otherwise specified, the times indicated in this Agreement are Pacific Time.

PART A

CATHAY BANK TERMS AND CONDITIONS

1. Introduction. Thank you for using our mobile banking Service combined with your handheld's text messaging capabilities. For help with text message alerts, text "HELP" to 20736. For help with any other text message options relating to this Service (e.g., text banking), text "HELP" to 49794. If you wish to stop receiving text messages for alerts previously established for your account, just text "STOP" to 20736. To stop receiving all other text messages relating to this Service, your account and transactions, text "STOP" to 49794. In case of questions please contact customer service by calling us 1 (800) 600-7125 or writing to us at Cathay Bank, Attention: Internet Banking Services, P.O. Box 54198, Los Angeles, CA 90099-9182.

This Service is separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from us. 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 SMS text messages.

The Service is provided by the Bank and not by any other third party. You and the 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.)

2. Our Service. We offer the following mobile Services:

- *Mobile Account Access* — You can use a cellular phone or other mobile communication device approved by us (“Mobile Device”) to obtain information about your accounts and transactions, communicate with us, receive transaction information, and transfer funds between your designated accounts with us.
- *Bill Payments* — You can make bill payments to others.
- *People Pay Transfers* — You can send funds to other consumers. Note: People Pay requires a separate enrollment.
- *Mobile Deposit* — 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 deposit information to us.

3. Your Equipment. In order to use the Service, you will need a Mobile Device with a working connection to the Internet. You also must have the App and other equipment described in the [Consent to Electronic Communications](#). 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 Mobile Device, software or other equipment required for the Service, or for any virus or related problems that may occur with your use of this Service. The Service may not be available over some network carriers and may not support some mobile devices. You are responsible for ensuring that your Mobile Device, software, and other equipment are compatible with our system. We assume no responsibility for the defects or incompatibility of any devices, computers or software that you use for the Service, even if we have previously approved their use. We reserve the right to change

our system requirements from time to time. Please note that your wireless provider may charge you for internet-related use and text messages. This Agreement does not amend any agreement you may have with your internet service or wireless providers. If you are unable to connect to the Service for any reason, please contact us at 1 (800) 600-7125.

4. **Your Password.** You must be enrolled for our eBanking service before you can use this Service. In order to access the Service, you will use the same User IDs, Passwords and/or other means of identification and authentication (collectively, “*Password*”) you use to access our online banking service. You are responsible for keeping the Password secure and confidential. Never place your Password on or near your Mobile Device. For security reasons, we may disable your Password if it is entered incorrectly several times. We may act on any Service instruction that is accompanied by your Password. You agree not to disclose your Password to anyone and to take other reasonable precautions to ensure the safety, security and integrity of transactions conducted with your Mobile Device (e.g., not leaving your Mobile Device unattended when logged onto the Service).
5. **Your Accounts.** In order to use the Bill Payment or People Pay Service, you must have an eligible checking account with us. At our discretion, we may refuse to allow certain accounts to be linked to any Service.
6. **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 the 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.

If you enroll for text banking, you can also receive account information by texting short commands to 49794. For example, if you wish to receive your account balance, just text “B” or “BAL” to 49794. To see your account history, text “H” or “HIST” to 49794. You can receive a full list of available text banking commands by texting “C” or “CMD” to 49794. Text banking does not require use of your Password and can be used only with the mobile number you register for this Service.

7. **Transfers.** You may make transfers between your eligible accounts with us. Transfers cannot be made to or from time deposit accounts. Transfer requests (outside of our People Pay Service) which are received by us on or before the “cutoff hour” of 10:00 p.m. on business days will be posted that day (generally at the end of the day). Transfer requests received after the cutoff hour or on a weekend or holiday may be deemed received as of the next business day.
8. **Bill Payments.** You can use this Service to make payments to others from one or more of your designated checking accounts with us. If you link more than one checking account to the Service, you must specify which account you wish to use in making payments.

Eligible Payees. You may only make payments within the United States. We reserve the right to determine who may be a payee.

Scheduling Bill Payments. You may instruct us to initiate a payment on any business day that you designate (the “*Payment Send Date*”), up to 365 days in advance. To initiate a payment, you must specify the person or business you are paying, the Payment Send Date, the amount to be paid, and (if you have one) your account number with the payee. You may make payments only to payees that you have set up through our online banking service. We will provide an electronic confirmation number at the time that you set up each mobile bill payment.

Bill payments are processed only Monday through Friday, excluding holidays. Any request made on a weekend, holiday, or after 6:00 p.m. on a business day may not be processed by us until the following business day. Payments may be sent to payees either as an electronic payment (for payees that can receive such payments) or as a check. Electronic payments will normally be received by the Payee within two business days after the Payment Send Date. Payments made by check may not be placed with the U.S. Postal Service until the business day following the Payment Send Date. Because it could take several days for a payee to receive a check through the U.S. mail, you should allow sufficient time for payments by check. You are responsible for scheduling payments to be made in a timely manner. Do not rely on any payment grace period. We are not responsible for delays that occur in the postal system or automated clearing house, or for any action or omission by a payee.

We may charge or place a hold on your account for the payment amount as early as the Payment Send Date. If we charge your account for a payment, we may credit the funds to an omnibus account used to process transactions.

Erroneous Payment Orders. You assume sole responsibility for accurately describing payees, payment amounts, payee addresses, and, if applicable, your account number with the payee. We are not responsible for confirming such information, or for monitoring or refusing to process duplicate payment instructions. If you give us a payment

instruction that is incomplete, untimely, or incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us. We are not obligated to detect errors in your payment instructions.

Rejecting Payment Orders. We may reject payment orders with or without cause or prior notice. If we do, we may notify you of the rejection orally, electronically or in writing. We may reject a payment order, for example, if you do not have sufficient available funds to cover the payment or the payment order is unclear, ambiguous or incomplete. If we reject a payment, you will need to re-enter the information if you wish to make the payment at a later date.

Cancelling, Changing, and Stopping Payment Orders. You can cancel or change a payment request electronically by deleting or changing the payment instruction through our online banking service. To do this, you must act before 6:00 p.m. of the Payment Send Date. [Note: You may not change payment requests using the App for mobile devices.]

You may not stop the payment of any bill payment check on or after the Payment Send Date. If we attempt to stop the payment of a bill payment check on or after the Payment Send Date, we assume no liability for any interest or losses that result if the stop payment is not effected (see our fee schedule for costs associated with stop payment orders). Each account owner agrees to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we or our agents incur in effecting or attempting to effect a stop payment of a bill payment on or after the Payment Send Date. You are solely responsible for providing notice to your payees of any stop payments.

- 9. People Pay Transfers.** If you have enrolled for People Pay in connection with our eBanking service, you can use this Service to send funds from your designated account with us to other consumer accounts within the United States.

Sending Funds. You may instruct us to send funds from your Bank account to a recipient that you designate. There are several ways to send funds using this Service. If you know the recipient's account information (e.g., account number and bank routing number) or U.S. mailing address, you can instruct us to send funds directly to that account or mailing address (each, a "*One-Step Transfer*"). If you do not know the recipient's account information or mailing address, you can instruct us to send an email or SMS text message to the recipient, advising the recipient of the pending transaction and asking the recipient to provide the account or U.S. mailing address and other information we need to complete the transfer (each, a "*Two-Step Transfer*"). [Note: We may modify the recipient's address to accommodate special processing requirements.]

Each time you instruct us to process a Two-Step Transfer, you warrant to us that you have obtained the recipient's permission to send SMS text messages to the mobile phone number you provide to us with your instructions. You authorize us to act as your agent and attorney-in-fact for the limited purpose of communicating with recipients regarding your transactions (e.g., sending SMS text messages on your behalf).

Transfers may be sent to recipients either as electronic transfers (e.g., where you or the recipient provide us with the recipient's account information) or as checks (e.g., transfers sent to a U.S. mailing address). Electronic transfers will normally be deposited to the recipient's account within three business days of the scheduled transfer date for One-Step Transfers or, in the case of Two-Step Transfers, the date we receive all information we require from the recipient for the electronic transfer. Transfers sent by check may not be placed with the U.S. Postal Service until the business day following the scheduled transfer date for One-Step Transfers or, for Two-Step Transfers, the date we receive all information we require to send the transfer by check. Note: It could take several days after the check is issued for it to be received by the recipient through U.S. mail.

We may charge your account for electronic transfers as early as the scheduled transfer date and credit funds to an omnibus account used to process transactions. For transfers made by check, your account will be charged when the check (i.e., demand draft) is presented to us for payment. If a recipient fails to respond to the email or text message sent in connection with a Two-Step Transfer within 10 days or the transfer cannot be made for any other reason, we will notify you and, if the transfer amount was previously charged to you, return the transfer amount to your account.

The cutoff time for submitting transfer instructions is 6:00 p.m. Instructions received on a weekend, holiday, or after the cutoff hour on a business day may be processed by us on the following business day. We will provide an electronic confirmation number at the time that you set up each transfer instruction.

Erroneous Transfer Instructions. You assume sole responsibility for you and/or the recipient 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 (or the recipient gives us information related to your 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 transfer instructions.

Rejecting Transactions. We may reject transfer instructions with or without cause or prior notice. If we do, we may notify you of the rejection orally, electronically or in writing. We may reject a transfer instruction, for example, if you do not have sufficient available funds to cover the transfer or the transfer instruction is unclear, ambiguous or incomplete. If we reject an instruction to transfer funds from your Bank account, you will need to re-enter the information if you wish to make the transfer at a later date.

Not all types of accounts are eligible for this Service. Be sure to check with us and other financial institutions for restrictions regarding transfers to and from accounts (e.g., 401k, IRA, savings and money market accounts). We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the account provider or those imposed by applicable law.

Canceling and Changing Transfer Instructions. Your ability to cancel or change a transfer depends on the method you use to send funds through the Service. If you request a Two-Step Transfer, you may cancel or change the transfer by deleting your instruction from the transfer screen any time before it is claimed by the recipient. After that, you do not have a right to cancel or change a Two-Step Transfer. If you request a One-Step Transfer, you do not have a right to cancel or change the transfer after it is submitted to us. Although we may attempt to act on any cancellation or change request you make (e.g., if it is received in a time and manner which permits us to do so), we assume no responsibility for failing or refusing to do so, even if we could have effected the cancellation or changed the transaction. Our acceptance of any cancellation or change request will not obligate us to accept any future request for cancellation or to otherwise change the transfer. You agree to indemnify, defend and hold us and our agents harmless from any loss, damage, claim, action, and liability that results, and any charges and costs we or our agents incur, in connection with any request by you to cancel or change a transfer instruction.

You may stop the payment of any outstanding People Pay check by calling us at 1 (800) 600-7125 or by coming into our local branch office. 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 (see our fee schedule for costs associated with stop payment orders). If we do not receive written confirmation within 14 days, we may treat your verbal stop payment order as no longer binding. We must receive your stop payment order at a time and in a manner which affords us a reasonable opportunity to act upon it. Stop payment orders are effective for six months.

- 10. Mobile Deposit.** If you are approved for mobile deposit, 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 deposit information (“images”) to us. In order to be eligible for this Service you must have an account that has been open for at least 30 days.

Eligible Items. You may use the Service only to deposit images of original paper checks that are payable only to you. You may not use the Service 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) checks that do not comply with the Bank’s procedures relating to this Service, as specified in the “Requirements” section below, or (p) 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. Each image must provide all information on the front and back of the original check at the time of transmission, including the information set forth on the check as presented to you by the drawer. 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 the Service.

Deposit Limits. Unless we advise you otherwise, you may not use this Service to deposit any check with a face value greater than \$2,500.00, more than \$2,500.00 in checks on any business day, or more than \$25,000.00 during any rolling 25-business day period. 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 to confirm each time we receive an image for deposit to your account. When you send an image, you should confirm whether it has been received by us by checking the email address you have on file with us. You also can check the status of the deposit through our online banking website on the following business day. You should electronically store or print a copy of the confirmation for your records. If you do not receive a confirming email from us, 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 any of 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 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 5:00 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. We will generally make funds from your check deposits available to you in accordance with the timeframes and in the amounts set forth in your account agreement. If we decide to delay availability for a longer period, we will notify 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 the Service for lawful purposes and in compliance with our Service instructions and applicable law.

Service Unavailability. In the event that the Service is unavailable, you may deposit original checks at our branch or through our ATMs.

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 Service. 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 this Service; (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 this Service for any reason; (m) your failure to follow any applicable software manufacturer's recommendations or our instructions regarding this Service; or (n) limitations placed on transactions by Federal Reserve, clearing house or exchange network rules or guidelines. 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 this mobile deposit Service or our processing of checks in accordance with this Agreement; (b) your actions or omissions, including your breach of any representation or failure to comply with this Agreement; (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 this Agreement.

Limitation of Other Provisions. Our obligations set forth in Sections 23 and 24, and the limitations on your liability set forth in Section 22 and in periodic statements, do not apply to mobile deposit Service.

- 11. Use of SMS Messaging.** You may receive SMS text messages relating to the Service, your account and transactions from time to time. In addition to the alerts you request, you authorize us to send emails and SMS text messages to you in connection with the Service, your accounts and transactions at any email address or mobile phone number any of you provide to us. Your carrier's normal rates and fees, such as text messaging fees, will apply. For help with text message alerts, text "HELP" to 20736. For help with any other text message options relating to this Service (e.g., text banking), text "HELP" to 49794. If you wish to stop receiving SMS text messages for alerts previously established for your account, just text "STOP" to 20736. To stop receiving all other SMS text messages relating to this Service, your account and transactions, text "STOP" to 49794. We may suspend or terminate your use of the Service if you elect to stop receiving SMS text messages.
- 12. No Warranties.** THE SERVICE IS MADE AVAILABLE ON AN "AS-IS" AND "AS AVAILABLE" BASIS. NEITHER WE NOR OUR VENDORS PROVIDE ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THIS SERVICE. 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 THE SERVICE. THIS PROVISION SHALL NOT BE DEEMED TO LIMIT OUR OBLIGATIONS AS OTHERWISE SET FORTH IN THIS AGREEMENT OR AS REQUIRED BY LAW.
- 13. Hours of Operation; Service Unavailability.** You can access account information through the Service 7 days a week, 24 hours a day. The information may not reflect recent or pending transactions. There may be times when all or part

of the Service is temporarily unavailable due to system outages, maintenance or technical difficulties, including those of the Internet service provider, cellular service provider, and software provider. We may suspend this Service immediately if we believe the security of the Service has been compromised or we question the legality of any transaction. We assume no responsibility for any damage or delay that may result from such unavailability.

14. **Privacy.** 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), with your permission, to our affiliates, and as permitted by law. We may disclose information, for example: where it is necessary or helpful for completing a transaction; to report the existence, history and condition of your account to credit reporting agencies; and to comply with government agency and court orders. Please see our [Privacy Policy](#) web page or call us at 1 (866) 336-2872 for information about how we gather, use and secure nonpublic personal information about you.
15. **Electronic Mail.** If you send us electronic mail (“*e-mail*”), we may not receive or review it immediately. We will have a reasonable time to act upon any e-mail request or notice, and reserve the right to reject any transaction or request received by e-mail. You acknowledge that, even though e-mail may be encrypted, we cannot ensure that it 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 or mobile device. Please do not include any sensitive information about yourself or your accounts in e-mail that is not encrypted and sent through a secure e-mail system.
16. **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.

17. **Business Days.** Our business days are Monday through Friday, excluding holidays.
18. **Documentation.** We will send or make available to you a monthly deposit account statement unless there are no electronic fund transfers in a particular month. In any case, you will receive or have electronic access to a statement at least quarterly.
19. **Service Fees.** There are no fees for accessing information about your accounts, transferring funds, or paying bills, or transferring funds through the Service. However, we may impose an excess transaction fee of \$10 for each transfer or payment that exceeds the transaction limitation we set for your account each statement period (see “Limitations” below for more details about transaction limitations that apply to money market and savings accounts). We may also impose a charge for transfers or payments drawn on non-sufficient funds (see our fee schedule for NSF fees and other fees that could affect your accounts). We are not responsible for any fees that may be billed to you by your Internet or cellular service provider.
20. **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 an account in the United States, and only in U.S. dollars. Fund transfers between your accounts with us are limited to \$10,000.00 per day. Unless we advise you otherwise in writing, Bill Payments may not exceed a total of \$9,999.99 per transaction or \$50,000.00 per day. People Pay transactions are limited to \$500.00 per transaction and \$1,000.00 per day. We may change these limits at any time. If your 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 are limited by law and your account agreement with us. You may only make up to 6 withdrawals and/or transfers each month by check (for accounts with check privileges), preauthorized or automatic transfer (e.g., automatic payments to an insurance company), draft, point-of-sale debit card, telephone and/or online banking. 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.

21. **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, call or write to your branch of account (the phone number and address are shown on your statement). You can also call us at 1 (800) 600-7125 or write to us at Cathay Bank, Attention: Internet Banking Services, P.O. Box 54198, Los Angeles, CA 90099-9182.

22. **Your Responsibility.** Tell us AT ONCE if you believe your Password has been lost or stolen. 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). If you tell us within two business days, you can lose no more than \$50 if someone used your Password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Password, and we can prove that we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows bill payments or transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed or otherwise made available 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. **Our Responsibility.** If we do not complete a transfer or send a payment 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) we process your payment or transfer in a timely manner, but the payee rejects your payment or fails to process it in a timely manner; (b) your account does not contain sufficient available funds to make the transfer or payment, or the transfer or payment would exceed the credit limit on any overdraft line you have with us; (c) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or claim restricting the transfer or payment; (d) the payee or transaction information you supply to us is incorrect, incomplete or untimely; (e) the system was not working properly and you knew about the problem when you requested the transfer or payment; (f) circumstances beyond our control (such as fire, flood, viruses, computer breakdowns or telecommunication problems) or rolling blackouts prevent the transaction, despite reasonable precautions that we have taken; (g) you do not authorize a bill payment early enough for your payment to be made and properly credited by the payee by the time it is due; (h) a transfer or payment could not be completed due to the system's unavailability; or (i) you fail to follow our on-screen instructions properly. There may be other exceptions stated in our Agreement with you.
24. **In Case of Errors or Questions about Your Transfers or Bill Payments.** Call or write to us at the number or address listed in Section 21 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 or made available 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. For bill payments, it would be helpful if you also tell us the payee name, the date we charged your account, and the payee account number. 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.

25. **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.
26. **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.

27. **Other Terms.** This Agreement incorporates, supplements and supersedes where inconsistent, the terms of your account agreement with us. Please see that agreement for other terms relating to this Service (e.g., waivers, dispute resolution, governing law, and overdrafts). You agree to comply with the Terms and Conditions found at our web site, as well as any Service guidelines and instructions set forth at that site. Unless we agree otherwise in a 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.
28. **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 mail 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.

Note: Some of our Services may not be available at all times. We may make additional Services or new features available from time to time.

29. **Termination.** We may terminate or suspend your access to all or part of the Service at any time, with or without cause. Without limiting the preceding sentence, we may terminate or suspend your use of the Bill Payment, People Pay and/or Mobile Deposit Service if you have three or more overdrafts or non-sufficient funds transactions on your accounts during any rolling 12-month period.

If you decide to cancel the Service, call us at 1 (800) 600-7125 or write to us at Cathay Bank, Attention: Internet Banking Services, P.O. Box 54198, Los Angeles, CA 90099-9182. Let us know if you have any outstanding scheduled or recurring bill payments or transfers that you also wish to cancel. Unless you advise us not to make such payments, you will be responsible for any payments we make following your notice of termination. We may refuse to make scheduled or recurring Service payments and/or transfers following termination of the Service. Any indemnification required by this Agreement shall survive its termination.

30. **Business and Other Non-personal Accounts.** Our obligations set forth in Sections 23 and 24, and the limitations on customer liability set forth in Section 22 and in 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 their receipt or the 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 Service instruction we believe is given by any of you if the instruction is accompanied by your Password, and you will be obligated for the transfer or payment, even if the instruction is not transmitted or authorized by you. Each time you use the Service to submit a transfer or payment instruction to us, you warrant that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions).

PART B

END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP

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.