

## UNIVERSAL BANK

### Consumer Online Banking Agreement

This Consumer Online Banking Agreement (“Agreement”) will be effective as of the first day we make the Services accessible to you. Unless otherwise stated, any reference to the Agreement shall include applicable schedules, enrollment forms, and exhibits to the same, as well as applicable user guides, user manuals, set-up forms and other user materials, including online terms and information.

**This Agreement includes disclosures applicable to consumer accounts as provided under the Electronic Fund Transfer Act (EFTA) and its implementing Regulation E. Read this document carefully and retain a copy for your records. This Agreement is not intended for use by commercial account holders and any regulatory consumer protections provided to consumer accounts will not apply to commercial accounts under this Agreement.**

This agreement is in addition to other agreements between Universal Bank and you, including but not limited to (as applicable), your checking, savings, and other deposit account agreements, as may be modified from time to time. If there is a conflict between the terms and conditions of this Agreement and those contained in the other agreements between you and us, this Agreement will control.

#### Available Services

With the Services you can, subject to system limitations:

- Obtain Account balance and statement information.
- Transfer funds between linked Accounts (excluding certificates of deposit).
- Initiate check stop payment instructions.
- Order checks.
- Initiate bill payments (“Bill Payments”)
- Initiate TransferNow<sup>®</sup> transfers (“TransferNow<sup>®</sup>”).

We may require you to enter a separate addendum to this Agreement in order to enable these services. Services performed during nightly processing may not succeed when applied to your actual balance at the end of the nightly processing.

#### Cut-off Hours

A Communication received by us after the cut-off time on a business day, or on a day that is not a business day, may be treated by us as if it were received on the next business day. At our option, however, we may treat it as received the same day as the day of receipt. There can be a delay between the time when you send a Communication to us and the time we receive it. Our current cut-off hours for transfers between linked Accounts, Bill Payments and Check Stop Payments is currently 5:00 p.m. but may be changed by us from time to time.

TransferNow<sup>®</sup> Cut-off Hours - Our current cut-off hour for Standard Transfers is 10 p.m. Pacific Time. Add one day if transfer request received after cut-off. Our current cut-off hour for Next-Day Transfers is 5 p.m. Pacific Time. Add one day if transfer request received after cut-off.

## General Terms

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

- An “account” means any deposit account you maintain with us and can include all accounts and products you use with us. Your “Account” refers to the account(s) you have designated as the account accessible to the Services.
- Your “available balance,” “available funds” and similar words mean the balance in your Account as determined under our funds availability policy.
- “Communication(s)” means instructions and actions from you (or attributable to you under this Agreement or otherwise) received by us through the Services.
- A “commercial account” shall mean an account that is not established primarily for personal, family or household purposes, or is otherwise not a “consumer account” under the EFTA.
- A “consumer account” shall mean an account that is established primarily for personal, family or household purposes and is subject to the EFTA as a “consumer account.”
- Your “Security Codes” are the credentials (such as codes and passwords) that are associated with you and used by us to verify the authenticity of Communications from you. Security Codes are used to access Accounts and to use the Services. The Security Codes include any supplemental or alternative method used to verify the authenticity of Communications that may be offered or presented to you by us from time to time.
- The “Service(s)” are the online banking interface and the banking services described in this Agreement.
- The word “includes” means “including but not limited to” the examples given.
- The word “may,” when used in reference to us, means at our option and sole discretion. Action (or inaction) that we “may” take is authorized by you and allowed to us, but is not required. You agree that we will not be liable for any action taken or any failure to act when action or inaction is at our discretion.
- The words “we,” “us,” “our,” “Bank” and similar terms are used to refer to Preferred Bank.
- The words “you,” “your,” and similar terms are used to refer to the person entering into this Agreement and to the each person who is an owner of or has an interest in an Account together with the owner’s authorized representatives.
- All references to time in this Agreement shall refer to Pacific Time.

*Agreement.* Subject to our approval and to any limits we impose, you may designate Accounts for access through our Internet banking website and for the Services. We may act on requests for information, or requests to facilitate any Service requested on or associated with an Account, from any Account owner (including joint owners) or their authorized representatives. You agree not to resell or offer a Service to another, or to process any transactions for others using a Service. You certify that you are at least 18 years or older. You authorize us to obtain information about you from others (including credit reporting agencies) as part of our review of your enrollment application and from time to time thereafter. You agree to provide us with information as we request, from time to time.

*Eligible Accounts.* Only Accounts designated by you will be made accessible to you via the Services, and Accounts will only be made accessible after we have received a request from you to make the Account(s) available. The request must be made using our Enrollment Application. If you wish to add a new Account to, or remove an existing Account from, Service access, you must modify your Enrollment Application. We are not, however, obligated to establish access to any or all of your Accounts, and not all Services may be available with all Accounts. Some Services may not be available without special application to and approval by us, or may be limited to specific types of Accounts.

Eligible Accounts include the following types: checking, money market, savings, and time deposits. In some cases, we may allow loans and lines of credit to be linked, in which case you agree that the relevant loan agreement, note or other document is modified to the extent necessary to allow the transfers or other Services that may be utilized. Certificates of deposit are time deposits where early withdrawals may result. No online transactional activity is allowed on certificates of deposit, which are view only. Accessibility to Accounts may vary based on the Service(s) you use.

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

*WAIVER OF ACCESS RESTRICTIONS:* Your Accounts may be subject to access restrictions when you conduct transactions in person or when you are using systems other than with a Service. If access restrictions exist, they do not apply to your use of the Services. We may limit or deny Services to you if there are access restrictions. Conversely, we may process your transactions based on Communications without regard to or any need to comply with access restrictions otherwise applicable to your Accounts.

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

Additionally, each Account and the Services will be subject to and governed by the following:

- The terms or instructions appearing on a screen when using a Service;
- The account agreement, and our rules, procedures, and policies;
- Applicable provisions of the rules of the National Automated Clearing House Association (NACHA) for bill payments facilitated through the ACH;
- Applicable state and federal laws, rules, and regulations; and
- The rules of other funds transfer systems when used in connection with a Service.

Nothing in this Agreement relieves you of any obligation you may have under the Laws or the Rules, and this Agreement is deemed modified to the extent necessary to allow or require you to comply with the same. You will implement and maintain procedures, including retention of legal or compliance services, to ensure that you are able to comply with all current and future Laws and Rules, including any changes to them. We are not obligated to provide information, updates or notice of or regarding the Laws or the

Rules, even if we are aware of the same and of the potential for material impact on you and your use of the Services, and your indemnification and other obligations to us are not relieved or reduced by our not providing the same to you. If we do provide information, updates or notices of or regarding the Laws or the Rules to you, we are not responsible for the accuracy of the same and may discontinue doing so at any time.

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

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

### **Computer Equipment and Software to Access the Services**

You are responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems and computers. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use. **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 SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU.** You agree to notify us promptly if any software or equipment we provide to you becomes defective. Our sole responsibility (if any) in such instances will be to repair or replace the defective software or equipment.

To use the Services, you must have a sufficiently powerful computer hardware and appropriate software. At this time, this includes an Internet browser that supports 128-bit encryption. Some Services may require you to download software from our website; in some cases, we may place software on your computer as part of our security and/or verification tools. You agree to maintain the confidentiality of the Security Codes at all times and not to provide access to them to anyone that you do not authorize to access your Accounts through the Services. Encryption of data transmissions does not guarantee privacy. Data transferred via the Services is encrypted in an effort to provide transmission security.

Notwithstanding our efforts to insure that the Services are secure, you acknowledge that the Internet is inherently insecure and that all data transfers (including transfer requests and electronic mail) occur openly on the Internet. This means that the data transfers potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Services will not be monitored or read by others. You expressly acknowledge that any wireless access to the Services initiated by you may not be secure and, in such cases, you assume the risk associated with unauthorized access to the Service and any information contained therein, resulting from such wireless connectivity.

### **Privacy and Confidentiality**

All information gathered from you in connection with using the Service will be governed by the provisions of our consumer privacy policy, as well as our online privacy policy, which you agree to review by accessing on our homepage.

In addition, we will disclose information to third parties about your account or the transfers you make:

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

### **Linking Accounts**

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

### **Security Code Credentials**

During your enrollment for the Services, you are required to select or will be assigned certain numbers, codes, marks, signs, public keys or other means of authenticating your identity and electronic communications in your name. These may include a customer number, logon name, and password. These credentials, with the other components of your Security Codes, will give access to your Accounts through the Service.

You agree to change all passwords with sufficient frequency so as to protect confidentiality, and in any event no less frequently than every 90 days.

You agree to keep all Security Codes confidential; you agree not to write them down. Passwords should not be easy to guess: for example, your children’s or pet’s names, birth dates, addresses or other easily recognized identification related to you. It is also recommended you do not have your browser automatically remember your password. We may offer to you or require you to use additional authentication tools or methods from time to time. If you choose not to implement supplemental authentication tools, your access to some or all Services may be limited.

### **Contact In Event of Unauthorized Transfer**

If you believe any part of your Security Code, including your password, has been lost or stolen telephone us at:

888-671-1888.

Or write to us at: Universal Bank, 3455 Nogales St., West Covina, CA 91792.

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

### **Email**

Email sent to us is not a secure method of communication and we recommend that you do not send information to us by email. Your email messages may be acted upon by us if received in a manner and in a time providing us a reasonable opportunity to act. Nevertheless, unless otherwise provided herein, email messages will not serve as a substitute for any requirement imposed on you to provide us with "written" notice. Emails sent to us are not reviewed by us immediately after they are sent. If immediate attention is required, you must contact us by telephone or in person.

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

### **Fund Transfers - Authorization.**

You may transfer funds between your linked Accounts that are checking, savings or money market deposit accounts in any amount. You may not make transfers from Certificate of Deposits or accounts that require more than one signature for withdrawals. When you request a fund transfer using the Services, you authorize us to follow the transfer instructions and transfer the funds from the designated originating Account to the designated recipient linked Account. The "Processing Date" is the date that the fund transfer is actually made and is normally the day you request such transfer. However, if our data processing system is not functioning or accessible for whatever reason, your funds transfer may not be completed until the next day. We deduct the amount of your fund transfer from the designated originating Account on the Processing Date. We may refuse to act on your fund transfer instruction if sufficient funds, including funds available under any overdraft line of credit plan, are not available in your Account on the Processing Date. Funds transferred to the designated recipient linked Account will be deemed deposited on the Processing Date and will be available thereafter in accordance with our funds transfer availability policy.

### **Bill Payment Service**

#### *Features.*

The Bill Payment Service may include the following features:

1. Initiate Bill Payments to third parties ("Bill Payments"); and
2. Receive electronic bills ("eBills"); and

*General Terms.*

a. **ACH Entries.** Electronic transfers that are made through the Automated Clearing House Network (“ACH”) are subject to the rules of the ACH, and you agree to be bound by the Operating Rules of the ACH, including the rule making payment to the recipient provisional until receipt by the recipient’s bank of final settlement of the credit transaction. If final settlement is not received, you will not be deemed to have paid the recipient the amount of the electronic transfer. Furthermore, you agree that any payment by us to you for any returned credit entry or credit reversal is provisional until receipt by us of final settlement for such entry. If final settlement is not received, we are entitled to a refund from you of the amount credited, and we may charge your account for the amount credited. We may refuse to permit the use of any amount credited for a credit reversal if we believe that there may not be sufficient funds in your account to cover charge back or return of such reversal.

b. **Inconsistencies.** If a beneficiary of a payment order is identified by both name and account number, payment may be made by us and by any other financial institution based on the account number even if the name and the account number are not consistent or identify different parties. If an intermediary bank or a beneficiary’s bank is identified on a payment order by both name and identifying number, we and other financial institutions may rely on the identifying number even if the name and the identifying number are not consistent or identify different parties.

c. **Payment Methods.** The Bill Payment Service reserves the right to select the method in which to remit funds on your behalf to your Biller/recipient. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (with laser draft payments funds remitted are deducted from your Payment Account when the laser draft is presented to us for payment).

*Bill Payments.*

*Defined Terms.* In addition to the words otherwise defined in this Agreement, in this “Bill Payment Services” Section, the following words shall have the meaning provided below:

"Biller" 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 to the Bill Payment Service for a Bill Payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which Bill Payments will be debited.

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

"Scheduled Payment Date" is the estimated day your Biller will 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 Biller 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 the Bill Payment Service but has not begun processing.

*Payment Scheduling.* The estimated earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer business days from the current date) will be designated within the application when you are scheduling the payment. The application will not permit you to select a Scheduled Payment Date less than the estimated Scheduled Payment Date designated for each Biller. The Scheduled Payment Date is an estimate of when your Biller will receive your payment, the actual receipt and processing of your payment may be earlier than the Scheduled Payment Date. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller 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.

*Available Funds.* For Bill Payments, you will need to have sufficient available funds in your designated Payment Account to cover the amount of the Bill Payment no later than as of the Scheduled Payment Date. Depending on the method used to submit your Bill Payment, your Payment Account may not be debited on the Scheduled Payment Date. Regardless of whether your Payment Account is debited on the Scheduled Payment Date or at a later time, you must continue to maintain sufficient available funds in your Payment Account to cover the amount of the Bill Payment until it is ultimately debited from your Payment Account. You can initiate Bill Payments up to the available funds in your Payment Account, plus any linked credit or other overdraft facility (as applicable). If you exceed these limits, then we may prevent (or reverse) Bill Payments in any order and in any amount that we choose, even if the result is to reduce your transactions to a level below the amounts needed to pay your bills.

*Biller Information.* Payment Authorization and Payment Remittance. Each time you want to initiate a Bill Payment, the Biller must be on your authorized list of Billers. We are not responsible if a Bill Payment is not made to a Biller because you provided us with incomplete, incorrect or outdated information regarding the Biller or we attempted to make a payment to a Biller you entered that is not on your authorized list of Billers. Also, we reserve the right to refuse to approve a Biller for your authorized list of Billers and to otherwise prohibit payment to a Biller via the Bill Payment Service.

By providing the Bill Payment Service with names and account information of Billers to whom you wish to direct payments, you authorize the Bill Payment Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Bill Payment Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Bill Payment Service receives a Payment Instruction, you authorize the Bill Payment Service to debit your Payment Account and remit funds on your behalf, as provided in this Addendum. You also authorize the Bill Payment Service to credit your Payment Account for payments returned to the Bill Payment Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Bill Payment Service.

*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 prior to the time the Bill Payment Service has begun processing the payment. Once the Bill Payment Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

*Stop Payment Requests.* The Bill Payment Service's ability to process a stop payment request will depend on the payment method. The Bill Payment Service 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 us at 844-767-9563. Although the Bill Payment Service will make every effort to accommodate your request, the Bill Payment Service will have no liability for failing to do so. The Bill Payment Service 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.

*Prohibited Payments.* Payments to Billers outside of the United States or its territories are prohibited through the Bill Payment Service.

*Exception Payments.* Tax payments and court ordered payments may be scheduled through the Bill Payment Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Bill Payment Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Bill Payment Service has 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 Bill Payment Service.

*Cut-off Hour.* Bill Payment instructions received by us after 5:00 p.m. of our local time or on a day that is not a business day of ours (or of any bill payment vendor or intermediary that we may use) may be treated by us as received on the next business day.

*Use of Vendors; Use of Information.* We may use one or more bill payment vendor(s) to provide the Bill Payment Service, and you understand that various financial intermediaries and their servicers may be involved in processing any one of your Payment Instructions. These intermediaries may benefit from interest that accrues on Bill Payments between the time your Payment Account is debited and the time the Biller is paid. Any information you provide may be used by us or any of these other parties to complete or otherwise deal with your transaction or comply with any laws, rules or regulations. If there is a dispute between you and us, or either of us and any other person (including any merchant, Biller, financial institution or other intended or actual recipient of any Bill Payment), you authorize us to obtain information regarding you, your account and your Bill Payment obligations (or the absence of them) from any party that was involved in the Bill Payment transaction or that might otherwise assist in the resolution of the dispute or problem. This may include financial and other information.

*Failed or Returned Transactions.* In using the Bill Payment Service, you are requesting us to make payments for you from your Payment Account. There may be instances where we are unable to complete the transaction for a reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction). In some instances, you will receive a return notice from us. In such case, you agree to reimburse the Bill Payment Service for any fees imposed as a result of the return. You acknowledge that the Bill Payment Service is authorized to report the facts concerning the return to any credit reporting agency.

*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 e-mail addresses. Changes can be made by contacting us at 888-671-1888. 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. The Bill Payment Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

*Biller Limitation.* We reserve the right to refuse to pay any Biller to whom you may direct a payment. The Bill Payment Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Addendum.

*Returned Payments.* In using the Bill Payment Service, you understand that Billers and/or the United States Postal Service may return payments to the Bill Payment Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Bill Payment Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Bill Payment Service.

*Information Authorization.* Your enrollment in the Bill Payment Service may not be fulfilled if the Bill Payment Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Bill Payment Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Bill Payment Service, you agree that the Bill Payment Service 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 Bill Payment Service reserves the right to obtain financial information regarding your account from a Biller (for example, to resolve payment posting problems or for verification).

#### *eBills*

*eBill Delivery and Presentment.* This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements.

*Information provided to the Biller.* The Bill Payment Service is 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 Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Bill Payment Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

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

*Authorization to obtain bill data.* Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

*Notification.* The Bill Payment Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Payment Service, the Bill Payment Service 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 Bill Payment Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

*Cancellation of electronic bill notification.* The electronic Biller 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 Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Bill Payment Service will notify your electronic Biller(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. The Bill Payment Service 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 the Bill Payment Service harmless should the Biller 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 Biller directly.

*Accuracy and dispute of electronic bill.* The Bill Payment Service is not responsible for the accuracy of your electronic bill(s). The Bill Payment Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

## **External Account Transfer Services**

The “TransferNow<sup>®</sup> Service” allows you to transfer funds: (i) between your deposit accounts that you maintain with us; and (ii) between your deposit account(s) that you maintain with us on the one hand, and your account(s) that are maintained by other financial institutions, on the other hand.

*Dollar Limits.* TransferNow<sup>®</sup> transfers are subject to a minimum \$10.00 dollar transaction limit and aggregate transaction limits each day as follows:

Next-Day Outbound	\$2,000.00
Next-Day Inbound	\$2,000.00
Standard Outbound	\$5,000.00
Standard Inbound	\$5,000.00

*Eligible Transaction Account.* When using the TransferNow<sup>®</sup> Service, you must designate the account maintained with us (“Eligible Transaction Account”) from which the transfers are to be made, as well as your account that will receive the in-bound or out-bound transfer (“Recipient Account”) in addition to other details prompted by the TransferNow<sup>®</sup> Service (e.g., routing number, the amount of the transfer and the transfer date (“Send On Date”). You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the Recipient Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the Recipient Account. If you are a joint owner of the Eligible Transaction Account, Recipient Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such accounts or to even withdraw all funds from such accounts); and (ii) we may act on your instructions regarding such accounts without liability to such other joint owners. Further, you represent and warrant that the Recipient Account is located in the United States.

*Verification of External Accounts.* In order to set up your external account for the TransferNow<sup>®</sup> Service, you will be prompted to validate your ownership of the external account. You authorize us to originate micro deposits to your designated external account to facilitate the validation process. Once the micro

deposits have been received for credit to the designated external account, you will need to access the details of the micro deposits and communicate them back to the TransferNow<sup>®</sup> Service. Once this process is successfully completed, the validated external account will be eligible to receive funds using the TransferNow<sup>®</sup> Services.

*Payment Methods.* We reserve the right to select the method in which to remit funds on your behalf. These payment methods may include, but may not be limited to, an electronic payment, an electronic check payment (where the check is drawn off our third party service provider's account), or a demand draft payment (where a negotiable instrument is created and drawn off of your account).

*Use of Vendors; Use of Information.* We may use one or more vendor(s) to provide the TransferNow<sup>®</sup> Service and you understand that various financial intermediaries and their servicers may be involved in processing any one of your transfer instructions. These intermediaries may benefit from interest that accrues on transfers between the time your Eligible Transaction Account is debited and the time the transfer is complete. Any information you provide may be used by us or any of these other parties to complete or otherwise deal with your transaction or comply with any laws, rules or regulations.

*Timing.* TransferNow<sup>®</sup> transfer will be debited from your Eligible Transaction Account on the Send On Date; provided that the Send On Date selected by you is a business day and you submit your one-time transfer instruction prior to the transfer cutoff hour for that date. If you select a Send On Date that is not a business day or submit your transfer instruction after the transfer cutoff hour for that date, then the Send On Date may be the next business day. TransferNow<sup>®</sup> transfers involving a credit to your Eligible Transaction Account will be credited to your account on the Send On Date, however, funds may not be available for immediate withdrawal.

*Available Funds.* You will need to have sufficient available funds in your Eligible Transaction Account to cover the amount of your TransferNow<sup>®</sup> transfer and applicable fees. You can initiate TransferNow<sup>®</sup> Service instructions up to the available funds in your eligible Account, plus any linked credit or other overdraft facility (as applicable). Depending on the method used to submit your TransferNow<sup>®</sup> transfer, your Eligible Transaction Account may not be debited on the Send On Date. Regardless of whether your Account is debited on the Send On Date or at a later time, you must continue to maintain sufficient available funds in your Eligible Transaction Account to cover the amount of the TransferNow<sup>®</sup> transfer and applicable fees until it is ultimately debited from your Eligible Transaction Account.

*Accurate Information.* The TransferNow<sup>®</sup> transfer will be processed using the information you supply, and if the information you give to us is inaccurate or incomplete in any way the transfer may be delayed or misdirected. We and the others that handle your transfer (including the external bank) are entitled to rely on information you supply, such as the Recipient Account number or the routing number of the external bank, even if the name you give to us and the number you give to us identify different persons or external banks.

*Authorization and Revocation.* You agree and acknowledge that when you use the TransferNow<sup>®</sup> Services to initiate a transfer you authorize us to initiate an ACH transaction to or from your external account, as applicable. Also, you agree that for recurring and future dated transfers, this authorization will remain in effect until revoked by you through the TransferNow<sup>®</sup> Services. We must receive your revocation request by midnight of the Business Day prior to the scheduled transfer date. Your TransferNow<sup>®</sup> transfers cannot be cancelled once we have begun processing.

*Notice.* You agree and acknowledge that we are not required to give you next day notice after our receipt of any TransferNow<sup>®</sup> transfer credit for a rejected or returned TransferNow<sup>®</sup> transfer request, instead

notification is sufficient by posting the re-credited amount to the applicable Eligible Transaction Account used for the debit and listing it on your periodic statement.

*Refusal to Process or Delay in Processing.* We may delay or refuse to process any requested TransferNow® transfer. We may do so for any reason or for no reason. We may provide notice to you, but are not obligated to do so. You agree that we will have no liability to you or to any other person for any loss, damage or other harm caused by or arising out of any such delay or refusal.

*Emails/Calls/Text Messages.* By providing us with an email, telephone number (including a mobile number), you consent to receiving emails, telephone calls and text messages from us at that number for non-marketing purposes. For example, we or our service providers may contact you in connection with validating or processing a transaction that you have requested through the TransferNow® Service. You acknowledge that your mobile carrier fees and charges will apply.

*ACH Entries.* TransferNow® transfers that are made through the ACH are subject to the rules of the ACH, and you agree to be bound by the Operating Rules of the National Automated Clearing House, including the rule making payment to the recipient provisional until receipt by the recipient's bank of final settlement of the credit transaction. If final settlement is not received, you will not be deemed to have made the transfer to the Recipient Account. Furthermore, you agree that any payment by us to you for any returned credit entry or credit reversal is provisional until receipt by us of final settlement for such entry. If final settlement is not received, we are entitled to a refund from you of the amount credited and we may charge your account for the amount credited. We may refuse to permit the use of any amount credited for a credit reversal if we believe that there may not be sufficient funds in your account to cover charge back or return of such reversal.

*Access and Use.* Your access to the TransferNow® Services is subject to our prior and ongoing approval, as well as your enrollment in our online banking services. We may deny your access to all or any part of the TransferNow® Services, at our sole discretion. To utilize the TransferNow® Services **you must first enroll in our online banking services through Universal Bank website. Once you have enrolled for on-line services you may enroll in the TransferNow® Services and you may link designated accounts to your online banking.** We reserve the right to change, add to, or terminate services with our third-party software providers, to substitute different software providers, and to enter into or arrange for the provision TransferNow® Services by other licensors and third-parties.

You agree to exercise due care in preserving the confidentiality of any user identification, password, test key, or other code or authentication method provided by us or otherwise required for use of the TransferNow® Service and shall further prevent the use of the TransferNow® Service by unauthorized persons. Except to the extent limited by applicable law, you assume full responsibility for the consequences of any missing or unauthorized use of or access to the TransferNow® Service or disclosure of any confidential information or instructions by you, or anyone acting on your behalf.

*Security of Data Transmission and Storage.* You expressly acknowledge that any wireless access to your accounts may not be secure and, as such, you assume the risk associated with unauthorized access to the TransferNow® Services and any information contained therein, resulting from such wireless connectivity. You assume all risk that any information you download or otherwise stored on your Wireless Access Device may be accessed by unauthorized third parties. Without limiting the foregoing, you acknowledge that your Wireless Access Device may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses or other malicious code ("malware"). We are not responsible for advising you of the existence or potential effect of any malware. Your use of your hardware and software is at your own risk.

We are not responsible for the security and confidentiality of information when you: (i) use wireless connections to download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded, or (ii) allow other persons access to your Wireless Access Device. You agree that any account information that you download is done at your own risk, and you are solely responsible for any damage that might occur to the electronic device to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage on an electronic device.

**YOU AGREE TO TERMINATE THE TRANSFERNOW<sup>®</sup> SERVICE, OR DISABLE YOUR REGISTERED WIRELESS ACCESS DEVICE FROM THE TRANSFERNOW<sup>®</sup> SERVICE IMMEDIATELY IN THE EVENT YOUR REGISTERED DEVICE BECOMES LOST, STOLEN OR IS NO LONGER IN USE BY YOU.**

### **Stop Payment Services**

You may request a stop payment on a check issued on your Account(s) by completing the form presented as part of the check stop payment Service and submitting all the required information to us (“Check Stop Payment”). Check Stop Payments must be received by us in sufficient time prior to presentment of the relevant item for payment that we have a reasonable opportunity to act on the request. All Check Stop Payment orders, renewals, and revocations of stop orders will be subject to our current policy on stop payment orders. For significant or material items, contact us by coming to one of our branches or by telephone in addition to using the Services for Check Stop Payment. You are responsible for reviewing all information available to you to determine whether the check has already been paid, including your account statements. Information available online may not include sufficient historical information to verify whether the check has been paid. The lack of payment confirmation does not conclusively represent that the check has not already been paid. In any event, we must receive and process your Check Stop Payment Order in sufficient time prior to presentment of the check so that we have a reasonable opportunity to act on your request. There will be a fee assessed for each Check Stop Payment request whether or not we receive the request in time to place the Check Stop Payment. Refer to our Schedule of Fees Section of this Agreement for the current fee.

You must give us timely, complete, and accurate information, including the check date, payee, EXACT amount of the check, check number, and reason for the stop request. If any information is incomplete or inaccurate, we will not be responsible for failing to stop payment on the check.

You may use the Check Stop Payment Service to stop payment on checks that you have written against your Accounts. If you wish to cancel or amend any other Service transaction, you should use the process applicable to that Service, and you will be subject to any limitations or inability to stop applicable to that Service.

You may not use the Check Stop Payment Service to stop payment on any Bill Payment Services payment, ACH/EFT transaction, point-of-sale ACH/EFT transfer; any cashier’s check, certified check or other official institution check you have purchased from us or any check which we have guaranteed. You understand that your Check Stop Payment request is conditional and will not be effective if we have not had a reasonable opportunity to respond to your request, or that stopping payment may subject us to risk of loss or damages under any law or regulation (including clearing house or other processor rules).

A Check Stop Payment request against a check is effective only against the check that is described in the Check Stop Payment request form; and does not cancel or revoke any authorization for future or recurring ACH/EFT transfers by you or by the same biller or originator. A Check Stop Payment order is effective

for six (6) months only and will expire automatically, at which time you are responsible for any renewal desired by you for another six (6) month term.

### **Mobile Banking Feature**

*Access and Use of Mobile Banking Feature* – To access and utilize our mobile banking feature (“Mobile Banking Feature”) you will need a compatible wireless access device (“Wireless Access Device”). In order to properly use the Mobile Banking Feature, you should review and follow the instructions and terms and conditions provided with our mobile banking applications on your Wireless Access Device.

**YOU AGREE TO TERMINATE THE MOBILE BANKING FEATURE, OR DISABLE YOUR REGISTERED WIRELESS ACCESS DEVICE FROM THE MOBILE BANKING FEATURE IMMEDIATELY IN THE EVENT YOUR REGISTERED DEVICE BECOMES LOST, STOLEN OR IS NO LONGER IN USE BY YOU.**

*Relationship to Third Party Agreements* – You agree that, when you use the Mobile Banking Feature, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to your mobile service provider. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of the Mobile Banking Feature (such as data usages or text messaging charges imposed on you by your mobile service provider) for your use of or interaction with the Mobile Banking Feature, which may include downloading software receiving or sending bank related text messages, or other use of your Wireless Access Device when using the Mobile Banking Feature, and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems pertaining to your Wireless Access Device or mobile services with your provider directly.

*Account Notifications* – You may have the ability to set up an account notification (“Alert”) feature which is a convenience feature that permits you to request automated notification of specific situations. For example, you may request an Alert when an account has reached a certain balance or a check has been processed. You are responsible to input accurate information to set up the account notifications. Alerts do not replace standard communications you receive from us concerning your accounts. If you elect to receive Alerts by text messaging from us, you acknowledge that such messages will be automatically sent to your wireless access device. You assume all responsibility for the secure receipt of the text messages and acknowledge that these Alerts are not sent through a secure channel and may be intercepted or read by others. Receipt of Alerts may be delayed, or prevented by factor(s) affecting your Internet service provider(s), phone operator(s), and other relevant entities. We neither guarantee the delivery or the accuracy of the contents of any Alert. We will not be liable for losses or damages arising from (a) non-delivery, delayed delivery, or wrong delivery of any Alert; (b) inaccurate content in an Alert; (c) your use or reliance on the contents of any Alert for any purposes. We reserve the right to terminate any request from you, for any Alert, at any time. The information in any Alert may be subject to certain time lags and/or delays. You will manage the types and timing of your Alerts, and the Alerts may be stopped or suspended by you at any time.

*Mobile Banking Feature Limitations* – The availability, timeliness and proper functioning of the Mobile Banking Feature depends on many factors, including your Wireless Access Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, software and your Wireless Access Device. Neither we nor any of our service providers warrant that the Mobile Banking Feature will operate without interruption, and neither we nor our service providers shall

be liable for any loss or damage caused by any unavailability of the Mobile Banking Feature, including service interruptions, delays, or loss of personalized settings.

Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Wireless Access Device or mobile network which you utilize to access the Mobile Banking Feature.

THE MOBILE BANKING FEATURE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS.

You agree to exercise caution when utilizing the Mobile Banking Feature on your Wireless Access Device and use good judgment and discretion when obtaining or transmitting information.

### **Security Interest in Accounts**

You grant us a security interest in all accounts or other deposits (whether general or special) of yours at the Bank, to secure your obligations to us under this Agreement. This security interest will survive termination of this Agreement. We may hold any funds on deposit with us by you after termination of this Agreement for up to 90 days following the expiration of any return or chargeback rights or, if later, until any other claims to such funds have expired.

### **Third Parties**

You acknowledge and agree that we may arrange to provide software, if required, and/or may arrange for the Services covered by the Agreement to be performed or provided by third parties, including our affiliates. You further agree that any such party is a third-party beneficiary of the Agreement and as such is entitled to rely on, and avail itself of, the provisions of the Agreement as if it were us, including, without limitation, the limitations on liability and the indemnities described in the Agreement. Our ability to provide certain Services may be dependent upon our ability to obtain or provide access to third-party networks. In the event, any third-party network is unavailable or we determine in our sole discretion, that we cannot continue providing any third-party network access, we may discontinue the related Service or may provide the Service through an alternate third-party network. In such situations, we will have no liability for the unavailability or delay of access.

Notwithstanding the limitations described above pertaining to third parties, if you authorize a third party to access the Services on your behalf, you will be solely responsible and liable for all actions and inactions of said third party. You expressly assume the risks associated with providing Service access rights to your agents or third-party vendors, including but not limited to the risk of unauthorized or erroneous transactions. We will not be responsible, nor have any liability whatsoever for any services you receive from your agents or third-party vendors. We reserve the right to require you to agree to additional terms and conditions as a condition precedent to your use of any agent or third-party vendor in connection with your access to the Services.

## **Service Fees and Charges**

At this time, our fees and charges for the Services under this Agreement are as follows:

- Online Banking, Basic Service: No Charge
- Online Banking, Basic Business Service: No Charge
- Online Bill Pay Services: No Charge
- Online Stop Payment Request: \$25.00
- Items Paid Against NSF or UCF (Bill Pay): \$35.00
- Returned Item Fee: \$10.00
- Token – Deposit: \$10.00
- Token – Replacement: \$20.00

We may impose new fees and charges, or increase or change existing fees and charges. We will provide advance notice of these changes to you if required by law. Other fees may be assessed and billed separately by your Internet and/or telephone service provider. You agree to pay all fees and charges we impose. You authorize us to charge the designated Account and/or any other account you hold with us to cover your fees and charges. You also authorize us to charge you according to our then current fee schedule.

If you do not use this Service for any three-month period, we reserve the right to discontinue your Service without notice to you. To the extent permitted by law, you give us the right to set off any of your money or property which may be in our possession against any amount owed to us under this Agreement. This right of set off does not extend to any Keogh, IRA account, or similar tax-deferred deposit.

## **Business Days**

Except to the extent otherwise provided in this Agreement and for the purpose of this Agreement, our business days are Monday through Friday, except federal bank holidays and state holidays that may be observed.

## **Hours of Operation; Interruption in Services; Changes**

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

## **Harm to Computer Systems/Data**

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

## **Disclaimer of Warranty**

We make no warranty of any kind, express or implied, including any implied warranty or merchantability or fitness for a particular purpose, in connection with Services provided to you under this Agreement. We do not and cannot warrant that Services will operate without errors, or that any or all Services will be available and operational at all times. Due to the possibility of human and mechanical errors, as well as other factors, the system website is not error-free, and all information is provided “as-is,” without warranty of any kind. We make no representation and specifically disclaim any express or implied warranties to users of any third parties, including but not limited to, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.

## **Uploaded Content, Linked Sites and Advertisements**

From our website, you may be able to access uploaded content provided or operated by third parties. Unless we tell you otherwise in writing, we do not operate or control any such content or any of the information, products or services on such linked websites. You acknowledge and agree that: (i) you access such content and linked sites at your own risk; (ii) we make no representation or warranty, and assume no responsibility for, content on our website and any linked site or the actions or omissions of its/their owners, operators or providers (iii) we make no endorsement of, and assume no responsibility for, content uploaded to our website or goods or services offered on or advertising on or by any other website; (iv) by using other websites and Services, you may be exposed to content that is offensive, indecent or objectionable; and (v) although we may have a contractual or other relationship with the operators of a linked website or the providers of content, we will not be responsible for the content, accuracy, integrity, availability, timeliness or operation of their website or content. You agree to hold us harmless in connection with all of the foregoing.

We reserve the right, but shall have no obligation, to reject, move, or delete content that we, in our sole discretion, believe violates this Agreement, or contains content, including viruses, that may interfere with the operation of our website. We may, but have no obligation to, monitor, and/or retain copies indefinitely of, uploaded content, message boards, chat rooms or other forums or review content, or messages posted at such locations, to confirm their compliance with these guidelines. We shall have the right, but not the obligation, to disclose content to any third party if required by law or if we believe reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any content violates rights of third parties; or (d) protect our rights, property, or personal safety, or those third parties.

## **Third Party Content**

We may receive, process, and make available to you content that we receive from you and others. In this regard, we are merely a passive conduit for such content, although we reserve the right to block or remove any content that we believe violates this Agreement. We assume no responsibility for determining the accuracy, reliability, timeliness, ownership, legality, appropriateness or completeness of any information that you or others provide to us, nor for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity on such sites. We will not have a duty to interpret or evaluate any content transmitted to us or through our website or Services, except to the limited extent, if any, set forth in this Agreement. We will not be required (by means of any security procedure or otherwise) to detect errors or illegality in the transmission or content of any content we receive from you or third parties. We will not have a duty to notify you about any inaccuracy, unreliability, ownership, incompleteness or other problem that may be associated with third-party content on our website, even if we have reason to know of its existence. Use of any content you obtain from our website is at your own risk.

## **User Communication and Personalization Settings**

Our website and Services may permit you to send or receive communications and to store content and personalized settings for various options. We are not responsible for any delay, deletion, alteration, mis-delivery or failure to deliver or store any such communications, content or settings.

## **Our Intellectual Property**

You acknowledge and agree that the software and content used by us in the operation of our website and provision of the Services, and the copyright patent, trademark, trade secret and all other rights in and to the technology, software, content, designs, graphics, and trademarks included by us on our website and as part of the Services and our name and product names and the website's URL (collectively, by the "Intellectual Property"), are owned by us and our licensors. As such, you will not gain any ownership or other right, title or interest in or to such Intellectual Property by reason of this Agreement or otherwise.

You may not distribute, use, reproduce, duplicate, copy, publish, sell or otherwise transfer (i) any portion or element of the Services or the Intellectual Property (ii) use of our website, Services or Intellectual Property, or (iii) access to our website Services or Intellectual Property. Further, you may not (a) create derivative works of any portion or element of our website, Services or Intellectual Property; (b) reverse engineer, modify, decompile or disassemble any of the Intellectual Property; (c) deactivate or disable any password protection or other protection, security or reliability technology we incorporate in our website or the Services; (d) modify or erase any copyright or trademark notice we place at our website; (e) engage in the practice known as "screen-scraping" or otherwise attempt to, or actually, obtain copies of content provided at the site or a list of our content or site users, or use computer programs (sometimes known as "scraper," "spiders," "robots," or "bots") to systematically access and download data; (f) access the Services by any means other than via our website; (g) frame our website or any Intellectual Property; or (h) use any circumvention tools, meta tags or any other "hidden text" utilizing our name, trademark, URL, product name or Intellectual Property. You agree to comply with the terms of any license agreement we make available to you with any software.

## **User Conduct**

You agree not to use the Service or the content or information in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising or illegal Internet gambling); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to the Service; or (i) use the Service in such a manner as to gain unauthorized entry or access to the computer systems of others.

## **No Commercial Use or Re-Sale**

You agree that the Service is only for the personal use of the individuals authorized to access your account information with us. You agree not to make any commercial use of the Service or resell, lease, rent or distribute access to the Service.

## **Services Not Substitute for Legal, Tax, or Financial Advice or Planning**

You acknowledge that the Services, Bank, its employees and service providers are not intended to provide legal, tax or financial advice or planning. The Services are merely a tool for use to assist your independent decision-making and have not been designed in contemplation of your specific needs or risk tolerances. Prior to making any financial decisions, communicating or taking any action with respect to information made available using the Services, you represent that you will have obtained appropriate and independent legal and tax advice regarding the same, as you deem appropriate.

## **Severability**

Wherever possible, each provision of this Agreement shall be interpreted in a manner which makes the provision effective and valid under applicable law. If applicable law prohibits or invalidates any part or provision of this Agreement, that particular part or provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

## **Entire Agreement**

This Agreement contains the entire agreement between the parties and no statements, promises or inducements made by either party or agent of either party that are not contained in this written Agreement or other documents referenced by this Agreement.

## **Choice of Law**

This Agreement shall be governed by and interpreted in accordance with the laws of the state of California, except where preempted by federal law.

## **Amendment of this Agreement**

We may amend, add to or change this Agreement (including changes in its fees and charges, or Services). We will provide notice of amendments, additions or changes if required by law. Your continued use of the Services will constitute your consent to the amendments, additions or changes.

## **Waiver**

We may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of the term or provision in the future.

## **Assignment**

We may assign the rights and delegate the duties under this Agreement to a company affiliated with us or to any other party. You may not assign your rights or obligations under this Agreement, and any effort by you to do so is unenforceable at our election.

## **Termination; Suspension; Delay**

We may terminate or suspend this Agreement and any service provided hereunder at any time. We will provide electronic or written notice of termination to you. Except to the extent restricted by law, we reserve the right to terminate or to discontinue support of any Service, or delay or refuse processing any transaction, without written notice. You may terminate this Agreement upon 30 days written notice to us.

Termination of this Agreement will not affect any rights we may have, or any obligations you may have, as to any transaction or Services caused or attempted by you before termination.

### **Preauthorized Payments**

*Right to Stop Electronic Payment and Procedure For Doing So.* If you have told us in advance to make regular electronic payments out of your Account, you can stop any of these payments. Here's how:

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

Telephone us at 888-671-1888.

Or write to us at: Universal Bank, 3455 Nogales St., West Covina, CA 91792.

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

*Notice of Varying Amounts.* If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set).

*Liability for Failure to Stop Payment of Preauthorized Electronic Transfer.* If you order us to stop one of these electronic payments 3 business days or more before the transfer is scheduled to be made, and we do not do so, we will be liable for your losses or damages.

### **Consumer Liability**

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

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

If you do NOT tell us within 2 business days after you learn of the loss or theft of any part of your Security Code, including your password, and we can prove that we could have stopped someone from using the Security Code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any funds you lost after the 60 days if we can prove that we could have stopped

someone from taking said funds if you informed 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.

*Errors and Questions.* In case of errors or questions about your electronic transfers, telephone us at: 888-671-1888.

Or write to us at: Universal Bank, 3455 Nogales St., West Covina, CA 91792.

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

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

If you tell us orally, we may require you to send us the 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 more time is needed, however, we may take up to 45 days to investigate a 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 it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

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

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may request copies of the documents that were used in the investigation.

### **Electronic Check Conversion**

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to: (i) pay for purchases; and (ii) pay bills.

### **Financial Institution's Liability**

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

- If, through no fault of ours, you do not have enough money in your account to make the transfer;
- The transfer would go over the credit limit on your overdraft line (if applicable);
- Circumstances beyond our control (e.g., fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken;
- The computer or related system was not working properly and you knew about the breakdown when you started the transfer; and

- Your funds are subject to legal process or other encumbrances restricting the transfer.

There may be other exceptions stated in this Agreement and in other agreements with you.

### **Preauthorized Credits**

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 888-671-1888 to find out whether or not the deposit has been made.

### **Documentation**

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

### **ACCEPT OR CANCEL.**

Click on the “I Accept” button to agree to this Agreement, or select the “Cancel” button to exit from these setup procedures and decline these terms.

**I ACCEPT**

**CANCEL**