

## Internet Banking Enrollment

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY

By clicking the "I Agree" button, you agree to the terms and conditions of the Internet Banking User Agreement and Electronic Funds Transfer Act Disclosure Statement. By clicking the "Cancel" button, you will be returned to the home page. You may view or print the Agreement below. This Agreement may also be provided to you on paper in the mail. To request a copy, at no charge, please contact any of our branches.

I AGREE CANCEL

Internet Banking User Agreement and Electronic Funds Transfer Act Disclosure Statement

### GENERAL INFORMATION

Agreement - This Internet Banking User Agreement and Electronic Funds Transfer Act Disclosure Statement ("Agreement"), which includes the Internet Banking Fee Schedule and Internet Banking Enrollment form ("Form"), is a contract establishing the rules which cover your electronic access to your Accounts at CTBC Bank ("Bank") through the Internet banking system ("System"). "Payee" or "Merchant" means anyone you designate and we accept as a payee. "Payment" means your remittance to a payee.

When you use any of the services through the System, or authorize others to use those, you accept all terms and conditions of this Agreement. You agree to use the System solely as provided in this Agreement. The terms and conditions of the Account Agreement covering your Bank Account as well as your other deposit and loan agreements and schedule of fees and charges, continue to apply. To the extent there is an inconsistency between the terms of the Account Agreement and this Agreement, the terms and conditions of this Agreement will control, provided the application will be favorable to Bank. You should review the Account Agreement for any applicable fees, limitation on the number of transfer you make, and for other restrictions that might impact your use of an Account with the System.

This Agreement is also subject to applicable federal laws and the laws of the State of California (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement

shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Enrollment Form and Internet Banking Fee Schedule, constitutes the entire agreement between you and the Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

Definitions - As used in this Agreement, the words "we," "our," "us" and "Bank" mean CTBC Bank. "You," "your" and "Customer" refer to the Account holder authorized by Bank to use System under this Agreement and anyone else authorized by that Account holder to exercise control over the Account holder's funds through the System. "Account" or "accounts" means your accounts at Bank. "Electronic funds transfers" means ATM withdrawals, pre-authorized transactions, point of sale transactions and transfers to and from your Bank accounts using System including bill payments. "System Services" means the services provided pursuant to this Agreement, including the Bill Payment Service. "Business days" means Monday through Friday. Holidays are not included. "Consumer" means a natural person whose Account is established primarily for personal, family, or household purposes.

#### DESCRIPTION OF SERVICES

A. System Basic Services (known as Retail Online Banking). You can use System to:

check the balance of your Accounts

view Account histories

obtain your Account statement and image of checks issued

transfer funds between your linked Accounts

order checks

make stop payment requests

pay bills from your Accounts if you have requested the Bill Payment Service

export Account transaction history to financial software or spreadsheets

access your Account securely 24 hrs a day

System Advanced Services (known as Business Online Banking). You can use the System to:

check the balance of your Accounts

view Account histories

obtain your Account statement and image of checks issued

transfer funds between your linked Accounts

make tax payments on checks issued

- request fund transfers from your Account
- set up direct deposit for payroll
- allow employee access with flexible security functions
- make stop payment requests on checks issued
- pay bills from your accounts if you have requested the Bill Payment Service
- export Account transaction history to financial software or spreadsheets
- access your Account securely 24 hrs a day

For certain types of Account and Account ownerships such as restricted Accounts or Accounts which requires two or more signatures only Account histories.

#### B. Registration Process

If you are subscribing to the Retail Online Banking service, you can sign-on to the System and enroll through the internet at [www.ctbcbankusa.com](http://www.ctbcbankusa.com). If you are subscribing to "Business Online Banking" service, you are required to complete the initial registration Form. The original signed Form must be returned through the mail or dropped off at one of our branch offices. The information on the Form will define the functions enabled for your Accounts through the System. Once we verify the information you submitted for accuracy and authorizations, your Account activation will be notified through mail and/or email. You must have at least one checking Account at the Bank to use the System.

#### C. Access

In addition to requiring an Account, to use the System, you must have an email address and a computer with access to the internet. Once we have received your signed enrollment form and verified your Account information, we will send you confirmation of our acceptance of your enrollment, along with your assigned Login ID and temporary password. The System can be used to access only those Bank accounts designated for access by System in your Enrollment Form.

You can add or delete any of your Accounts from this Agreement by completing a new enrollment form. Access to your Accounts through the System will be based upon the identification of users and authority levels specified by you in your enrollment form.

You are responsible for the installation, maintenance, and operation of your computer and your browser software. The risk of error, failure, or non-performance is your risk and includes the risk that you do not operate your computer or your software properly. The Bank is not responsible for any errors or failures from any malfunction of your computer or your software. The Bank is not responsible for any computer virus related problems or any electronic virus you may encounter. The Bank has no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your computer or your software.

#### D. Joint Accounts

When your System service is linked to one or more joint Accounts, we may act on the verbal, written or electronic instructions of any authorized signer regarding your System Service. Joint Account holders will each be assigned a separate confidential password.

#### E. Authorized Representatives for Business Accounts

If you are a business, you represent and warrant that any authorized representative of your business is authorized on such terms, conditions, and agreements as we may from time to time require to:

Enter into this Agreement, as amended from time to time

Access each of your Account in any manner and for any purpose available through the System Services, whether now available or available at some time in the future

Use any System Services in any manner and for any purpose available through the System, whether now available or available at some time in the future

#### F. Hours of Access

You can use the System seven days a week, twenty-four hours a day, although occasionally some or all System services may not be available due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the System website if we have prior knowledge of such occurrence.

#### G. Password

For security purposes, you are required to change your password upon your initial login to the System. You determine what password you will use; your password is not and should never be communicated to us. Upon three unsuccessful login attempts, your access to the System will be locked out. To re-establish access to use the System, you must contact customer service to have your Account unlocked and to obtain a new temporary password, if needed. Passwords require between 6 to 10 characters and at least one numeric, alpha and special character. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth or names of children, and should be memorized rather than written down.

#### H. Internet Security Information

Our System service utilizes a comprehensive security strategy to protect Accounts and transactions conducted over the Internet. In-depth information on many of the techniques and features employed by the system can be viewed or printed from our website where the system's consumer or commercial features are explained. In addition to our login security, SSL (secure socket layer) encryption technology secures System. Your browser automatically activates this technology when it connects to our system and it will support 128-bit key certificates and 128 bit encryption. We recommend you set your minimum browser requirements to a "Medium" level status.

Whenever SSL is securing your communications, the browser will typically indicate the "secure session" by changing the appearance of a small padlock icon at the bottom of the screen from open to locked. What this means to you is that your communications are encrypted from your browser to our servers at all times, so no unauthorized party can read the information as it is carried over the Internet. Additionally, our servers have been certified by a Certificate of Authority to assure you that you are actually connecting to our servers instead of someone masquerading as us.

During your use of the System, we will pass a "cookie" to your browser to identify you. We do not (and cannot) use our cookies to obtain new information about you. A "cookie" is security data given to a browser by a web server and returned by the browser on subsequent transmissions to identify the user and encryption information. When you log onto the System, this cookie enables us to process multiple transactions during the session without you having to provide your Login ID and password for each individual transaction. After a predetermined amount of time set by our security system or when you log off, the session cookie is no longer accepted and the password must be re-entered. A new cookie is used for each session, so that no one can use the cookie to access your Account. For Business Online Banking users, a cookie may also be used to restrict access to a specific PC for conducting business transactions.

#### I. Data Security

You understand the importance of your role in preventing misuse of your Accounts through the System, and you agree to promptly examine the paper statement for each of your Accounts as soon as you receive it. You agree to protect the confidentiality of each of your Accounts and Account numbers, and your personal identification information such as your driver's license number and social security number. You understand that personal identification information by itself or together with information related to your Account may allow unauthorized access to your Account. Your password and Login ID are intended to provide security against unauthorized entry and access to your Accounts. Data transferred via System is encrypted in an effort to provide transmission security; the System utilizes identification technology to verify that the sender and receiver of System transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and can potentially be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the System, or email transmitted to and from us, will not be monitored or read by others.

#### J. Fees and Charges

You agree to pay the fees and charges as set forth in our Internet Banking Schedule of Fees and Charges, for your use of System Services. You agree that all such fees and charges will be deducted from your Bank checking Account designated as the "Primary Checking Account" on your Form. If you close your Primary Checking Account, you must contact us immediately to designate another Account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request not covered by this Agreement and fee schedule. You are also responsible for telephone and Internet service fees incurred in connection with your use of System. The Bank may change the system fees, set

forth in this Agreement, at any time. You will be notified of any such changes as required by applicable law, either by mail or by an electronic message. You understand that by using the System after a change becomes effective, you have agreed to it.

#### K. Transfers

Transfers initiated through the System before 1:00 p.m. Pacific Standard Time (PST) on a business day are posted to your account the same day. Transfers completed after 1:00 p.m. (PST) on a business day, Saturday, Sunday or banking holiday will be posted on the next business day. The System identifies a transfer based upon the Login ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the View Postings screens in both the Transfer and Bill Payer menu options of the System will not reflect transfers made by multiple users from the same Account if different Login IDs are used. You agree to communicate to any other persons with authorized access to your Accounts concerning any transfers or bill payments from your accounts, in order to avoid overdrafts.

If you would like to cancel or change a transfer, you must sign into your System services menu and follow the prompts provided. We must receive your instruction to cancel on or before 1:00 p.m. (PST) on the date the transaction was scheduled for processing.

#### L. Overdrafts (Order of Payments, Transfers and other Withdrawals)

If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then: (a) Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority; (b) Electronic fund transfers initiated through System which would result in an overdraft of your Account may, at our discretion, be cancelled and (c) In the event that electronic fund transfers initiated through System which would result in an overdraft of your Account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that Account.

#### M. Limits on Services

**Amounts and Frequency of System Transactions.** The number of transfers from Accounts and the amounts that may be transferred are limited pursuant to the terms of the Account Agreement and Disclosure and other applicable deposit agreement and disclosure for those Accounts. If your Account is a savings or money market Account, you agree not to initiate more than six transfers or withdrawals per statement cycle to another Account of yours or to third parties, when these transfers are made by means of a preauthorized or automatic transfer, or telephonic agreement, order or instruction. No more than three of the six transfers can be by check, draft, debit card or similar order made by you and payable to third parties. If a hold has been placed upon deposits made to an Account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

**Dollar Limitations.** The maximum dollar limit on wire payments, Account transfers, or ACH payments for consumer (personal) Accounts is equal to the available balance in the Customer's Account, plus

Customer's available overdraft line of credit, whichever is less, but in no event to exceed \$2,500 per business day. Dollar limits on business Accounts users are disclosed in the ODFI-ACH Originator Agreement for direct deposit – payroll service. Separate limits for wire payments, Account transfers, and ACH payments for business accounts as well as bill payment limits for each Business Online Banking user may be established upon approval by the Bank.

Balance information. Balance information obtained through the System will reflect all credit and debit information as of the end of the previous banking day. The balance figure includes funds that are subject to Bank's funds availability policy and may include funds that are not available for immediate withdrawal or transfer.

Bank is not obligated to honor transfer. Bank may in its sole discretion refuse to accept or otherwise execute any request for Services, whether for cause or without cause, and shall have no liability for such refusal. Should any request not be performed by Bank in accordance with instructions received by Customer, Bank shall notify Customer on or before the next business day of Bank, or otherwise by more expeditious means (including telephonic notice).

#### N. System Bill Payment Services ("Services")

##### Description

Any bill you wish to pay through the Services must be payable in U.S. Dollars. You may not use the Services to make transfers to any person that is a subject to Office of Foreign Asset Control restrictions, or to other payees or categories of payees that we establish from time to time. You must designate: a) the Account from which the payments are to be made; b) the complete name of the payee, the Account number, and the payee's remittance address, all exactly as shown on the billing statement or invoice; and c) the amount of the payment and the date you want the payment to be debited from your Account. Money market Accounts and savings Accounts are not recommended for bill payment designation due to transaction limitations discussed in item M (a) above. We will not be obligated to make a payment unless your designated Account and/or linked overdraft protection plan has sufficient funds or credit availability to pay the bill on the payment date. When we receive a payment instruction (for the current or a future date), we will transfer funds to the payee from the funds in your designated Account on the payment date. If the date you want the payment to be debited from your account is not a business day, your account will be debited during the next business day before 11:00 a.m. (PST). By using the Services option, you agree that based upon instructions received under your password, we can charge your designated Account by electronic transfer "no signature required draft" or by debiting and remitting funds on your behalf. You also agree that your first System bill payment will be charged to your Primary Checking Account. We reserve the right to refuse payment to any payee designated by you. If we do so, we will notify you promptly. Bank requirements for dual signatures on checks do not apply to the Services. All commercial client requests (i.e., requests not initiated by a consumer customer) relating to entries through an automated clearing house must be processed by Customer consistent with a separate agreement specifically identifying automated clearing house transactions.

Customer agrees to comply with any applicable state or federal law in connection with its use of the Services and the fulfillment of its obligations under this Agreement. Customer acknowledges that the Automated Clearing House system may not be used in violation of, and that entries originated by Customer must comply with, the laws of the United States, including sanctions laws administered by the Office of Foreign Asset Controls. In addition Customer agrees that ACH transfers will be made in compliance with the Operating Rules of the Western Payment Alliance (WESPAY), and the Operating Rules of the National Automated Clearing House Association (NACHA).

#### Requirements and Restrictions

To subscribe to the Services, you must designate a specific checking Account through which to process your bill payment transactions. The Account you designate for this purpose must be in good standing with the Bank in accordance with our criteria.

We will not permit you to use a money market Account or savings Account as your designated bill payment Account because federal regulations require us to limit the number and types of transfers from these Accounts.

#### Payee Designation

You can use the Services to make payments to almost any Payee including individuals, local service providers, utilities, credit cards, or to make mortgage or loan payments, or charitable donations, etc.

The Bill Payment Service cannot be used to make payments for the following:

Tax payments to the Internal Revenue Service or any state, local or other government agency

Court-ordered payments such as child support or alimony

Payees located outside of the United States

By furnishing us with the names of your Payees (merchants and/or individuals) and their addresses, you give us authorization to follow the payment instructions, which you provide to us. When we receive a payment instruction for the current date or a future date, we will remit the funds to the Payee on your behalf from the funds in your designated Account, on the day you have instructed them to be sent (Payment Date). We are not obligated to pay funds from your Account if the available Account balance is insufficient to cover the payment. Funds for ALL bill payments, whether paid electronically or by check, will be withdrawn from your account no later than three (3) business days following the payment date.

We are not responsible if a payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a merchant, or if you attempt to pay a merchant that is not on your Merchant Accounts list.

#### Making and Scheduling Payment

You may use the Services to authorize recurring payments or non-recurring payments. Recurring payments are payments that you schedule in advance to recur at substantially regular intervals in the same amount to the same Payee. Non-recurring payments are a single, one-time payment to a specified Payee (current or future). Non-recurring payments may be scheduled to be initiated up to eighteen (18) months in advance.

We limit the amount of each individual transaction for Business Online Banking to \$5,000 and \$ 2,500 for Retail Online Banking. A separate limit for business users may be established upon approval from the Bank.

Payments are processed Monday through Friday at 11:00 a.m. PST, except on Federal holidays. If you attempt to schedule a payment on a weekend or Federal holiday, you will be prompted to select a different date, or the payment will be processed on the preceding business day if it is an auto recurring payment. The payment method may be electronic or by check. The first payment to a Merchant must be scheduled at least five (5) business days prior to the due date for each bill payment (recurring or variable) to allow adequate time for the payment to reach the Payee. The due date is the date the Merchant has set for payment, and should not be adjusted for any grace period or late date accommodations the Merchant may provide. Once the Service has been notified whether a Merchant accepts electronic payments or requires a paper check, after making the first payment to that Merchant, the Service will display a message indicating that the Merchant requires either a two (2) day lead time for an electronic payment, or a five (5) day lead time if a paper check sent by regular mail is required.

Any payments made with the Services require sufficient time for your Payee to credit your Account with them properly. To avoid incurring a finance charge or other charge, you must schedule a payment sufficiently in advance of the due date of your Payment. If you fail to schedule your payment according to the recommended time frame, we will not be responsible for the late fees or finance charges. We will not be liable if any third party, through whom any payment is made, fails to properly transmit the payment to the intended Payee.

You agree to have available and collected funds on deposit in the Account you designate in amounts sufficient to pay for all payments requested, as well as any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse a payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in your designated Account and we have not exercised our right to reverse or reject a payment, you agree to pay for such payment obligations on demand. You further agree that we, at our option, may charge any of your Accounts with us to cover such payment obligations.

#### Change or Delete Payments / Stop Payments (Bill Pay)

Online scheduled payments can be changed or cancelled, provided you access the Service prior to 11 a.m. PST on the business day the payment is going to be processed.

We shall not be liable to you due to a stop payment request if your order to do so is not presented prior to the time the payment has cleared. Once the payment has cleared, you can no longer stop payment.

## Liability

You are solely responsible for controlling the safekeeping of and access to your Services information. You are liable for all transactions you make, or that you authorize another person to make, even if that person exceeds his or her authority. If you want to terminate another person's authority, you must change your Online Banking logon password. In the event that you have experienced unauthorized access to your Accounts through the Services, you must notify us of the unauthorized access, identify any payments made or potential payments scheduled, and change your logon information.

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

In any event, we will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Services, even if we have knowledge of the possibility of them. We are not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control.

## Inactivity

If you do not access or use the Services for a period of more than ninety (90) days, we may at our sole discretion, terminate your access to and use of the Services without notice to you.

## Termination of the Services

We reserve the right to terminate your use of the Services at any time without prior notice to you.

If, for any reason, you should want to terminate your use of the Services, we recommend that you cancel all future bill payments and transfers at the same time you terminate the Services, either by deleting the payments yourself or by contacting the Bank as stipulated below. We will delete all outstanding payments (both one-time and recurring), as part of your Services termination.

We are not responsible for any fixed payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any and all payments made by us on your behalf through the Services.

Should you opt to discontinue any of the Accounts or services to which this Agreement pertains, written notice must be provided to us immediately at the following address. Telephone or write to us as soon as you can at (310) 791-2828, 801 S. Figueroa St., Suite 2300 Los Angeles, CA 90017

## Notification of Insufficient Funds

System will notify you on the schedule payment due date if a bill payment is not processed because there are insufficient funds available in your Account.

We automatically resubmit the bill payment for you on the next business day for one time. If the fund at your Account is still insufficient, you are responsible for either making alternate arrangements for the bill payment, or rescheduling the bill payment through the Services.

#### Provisional ACH Payments

A Receiving Depository Financial Institution ("RDFI") is the institution that receives ACH entries from the ACH Operator and posts them to the Accounts of its depositors ("Receivers"). Customer agrees to be bound by the provision of the National Automated Clearing House Rules making payment of a credit Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such credit Entry. Customer understands that if final settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and Customer will not be deemed to have paid the Receiver the amount of the credit entry.

Customer agrees that any payment by Bank to Customer for any returned credit entry or credit reversal is provisional until receipt by Bank of final settlement for such entry. If final settlement is not received, Bank is entitled to a refund from Customer of the amount credited and Bank may charge Customer's Account for the amount credited. Bank may refuse to permit the use of any amount credited for a credit reversal if it believes that there may not be sufficient funds in Customer's Account to cover chargeback or return of such reversal.

#### O. Stop Payments (General)

You may only initiate stop payment requests online via System for paper checks you have written (non-electronically) on your Accounts (not System bill payer paper drafts.) Online stop payment requests are processed before 11:00 a.m. (PST) on each business day. Any request received after 11:00 a.m. (PST) or on a day that is not a business day will be processed on the next business day. To be effective, this type of stop payment request must precisely identify the name of the payee, the check number, the amount and the date of the check. The stop payment order must be confirmed using written notice within 14 calendar days. Confirmed stop payment orders remain in effect for six months, unless renewed for successive six-month periods. No stop payment order will be effective against a check that has paid prior to the time that the Bank has both received the order and had a reasonable period of time to respond to the order. Customer understands that Customer will and Bank will not be responsible for determining whether a check has or has not been paid. You will incur stop payment charges as disclosed in the current fee schedule for the applicable Account.

After the expiration of a stop payment order, a check may be paid even though the check is stale dated (i.e., the check is presented more than six months after the date indicated on the face of the check).

Before Customer submits a stop payment order to Bank through the Services, Customer agrees to access the appropriate Account and data bases through the Services (or other Bank media such as prior

Account statements) and determine whether the check to which the stop payment order relates has or has not already been paid. Customer understands that the information available through the Services regarding Account status, and specifically whether individual checks have or have not been paid, is updated only once in each 24 hour period, after the close of business. Any loss suffered by Customer due to Customer's decision to issue a new or replacement check, or to take any other action, based on information in the Services prior to the next banking day after the banking day on which the stop payment order has been received by Bank will be the responsibility of Customer and not of the Bank.

Customer may cancel stop payment orders through the Services, or by writing Bank. Stop payment orders are automatically canceled when the Account on which the check is drawn is closed.

Under certain circumstances, a holder of the check may be entitled to enforce payment against Customer even when a stop payment order is in effect.

#### P. Confidentiality

We may disclose information to third parties about your Account or your transactions: When it's necessary for completing transfer or bill payments.

To verify the existence and condition of your Account for a third party, such as a credit bureau or merchant

To comply with a government agency or court orders or with the request of a federal regulator

If you give us your permission

At our discretion, to our affiliates

On a closed Account, if we reasonably believe you have mishandled it

When we are required by law. For example, we are required to report cash transactions totaling more than \$10,000 in one day

As otherwise permitted in our agreement with you, by law, or as required by government regulations

#### Q. Documentation

Periodic Statements. You will not receive a separate System statement. Transfers to and from your Accounts using System will appear on the respective periodic paper statements for your Bank Accounts as described in the deposit Account disclosure. You will get a monthly Account statement, unless there are no electronic funds transfers in a particular month. In any case, you will get a statement at least quarterly.

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 the branch where your Account is located to find out whether or not the deposit was made.

## Change in Terms

We may change any term of this Agreement at any time. If the change would result in increased fees for any System service, increased liability for you, fewer types of available electronic fund transfers or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an Account or our electronic fund transfer system.

We will post any required notice of the change in terms on the Bank System website or forward it to you by email or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the Account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or the entire subject System Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific Accounts are governed by the applicable deposit agreements and disclosures.

## S. E-Mail Messages

While access to Bank through the E-Mail function of the Services is "on-line," messages sent to Bank through E-Mail are not reviewed by Bank personnel immediately after they are sent. Rather, Bank personnel will review E-Mail messages periodically, but at least once per each business day. If immediate attention is required, Customer must contact Bank by telephone or in person or through some other procedure not using the Services.

Customer's E-Mail messages may be acted upon by Bank if received in a manner and in a time providing Bank a reasonable opportunity to act. Nevertheless, unless otherwise provided herein, E-Mail messages will not serve as a substitute for any requirement imposed on Customer to provide Bank with "written" notice.

## T. Post-Dated Checks

Customer must handle all post-dated check matters through their banking office.

## U. Provisions Applicable to Consumers Only

In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments. Telephone or write to us as soon as you can at (310) 791-2828 , 801 S. Figueroa St., Suite 2300 Los Angeles, CA 90017. If you think your statement is wrong, or if you need more information about a transfer listed on your statement. We must hear from you no later than 60 days after we sent the FIRST statement upon which the problem or error appeared. When you contact us: (1) Tell us your name and Account number; (2) Describe the error or 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; (3) Tell us the dollar amount of the suspected error and if you tell us orally, we may require that you send us your complaint or question in writing. We will determine whether an error occurred within 10 business days after you contact us, or 20 business days

if the notice of error involves an electronic funds transfer to or from the Account within thirty (30) days after the first deposit to the Account was made ("new Account"), and will correct any error promptly. If we need more time, however, we may take up to 45 days, or 90 days in case of a "new Account", to investigate your complaint or question. If we decide to do this, we will provisionally 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 provisionally credit your Account. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**Financial Institution's Liability for Failure to Make a Transfer.** If we do not complete a transfer to or from your Account, including a bill payment, on time or in the correct amount, according to our agreement with you, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions: We will NOT be liable for instance (1) If, through no fault of ours, you do not have enough money in your Account to make a transfer; (2) If a legal order directs us to prohibit withdrawals from the Account; (3) If your Account is closed, or if it has been frozen; (4) If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts; (5) If you, or anyone authorized by you, commits any fraud; (6) If any electronic terminal, telecommunication device, or any part of the System electronic fund transfer system is not working properly and you knew about the problem when you started the transfer; (7) If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned Account number, payment date and payment amount for the payee on a bill payment; (8) If you have not properly followed the on-screen instructions for using System or (9) If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

**Contact in Event of Unauthorized Transfer.** If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call or write: (310) 791-2828 , 801 S. Figueroa St., Suite 2300, Los Angeles, CA 90017.

**Consumer Liability for Unauthorized Transfers.** Tell us immediately if you believe your password has been lost, or stolen. Telephoning is the best method of keeping your possible losses down. You could lose all the money in your Accounts (plus your maximum overdraft line of credit, if any). If you tell us within 2 business days after you learn of the loss, or theft of your password, you can lose no more than \$50 if someone used your password without your permission. If you do NOT tell us within 2 business days after you learn of the loss, or theft, of your password, and we can prove 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 transfers that you did not make, contact us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 day time period 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 hospital stay) kept you from contacting us, we will extend the time periods.

#### Preauthorized Payments

**Right to Stop Payment** - Unless you notify us otherwise, we will treat your stop payment order as a request to stop payment on only one particular payment. If you want all future payments to a particular party stopped, you must specifically advise us of that intention in writing within 14 days after you call, and you also agreed that you will make notification to the payee of the preauthorized payments of your intention not to pay.

**Notice of Varying Amounts** - If these regular payments may vary in amount, the person (or entity) you are going to pay will tell you, (not the Bank) 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 Transfer.** - If you order us to stop one of these payments, 3 business days or more, before the date the payment is scheduled to be made and you provided us the written instruction supplement to the online stop payment instruction, and we do not do so, we will be liable for your losses or damages with your claim of wrongful payment and evidence of losses.

#### V. Your Right to Terminate

You may cancel your System service at any time by providing us with written notice by postal mail or fax. Your access to System will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation. This cancellation applies to your System Services and does not terminate your Bank Account.

#### W. Our Right to Terminate

You agree that we can terminate or limit your access to System Services for any reason, in our sole discretion, at any time. Without limiting the generality of the foregoing Bank may terminate or limit your access to the System Services for any of the following reasons: (1) Without prior notice, if you have insufficient funds in any one of your Bank Accounts; System Service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers and debits; (2) Upon 3 business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account, (3) for excessive withdrawals from your savings or money market Accounts. We will try to notify you in advance, but we are not obligated to do so.

#### X. Notices

Except as otherwise expressly provided herein, any notice or other communication required or permitted to be given under this Agreement shall be written and delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, to Customer's address as it appears on the Bank's computer file. Or if to Bank, addressed to: CTBC Bank 801 S. Figueroa St., Suite 2300, Los Angeles, CA 90017 Attn: Internet Banking Department, or the branch where your Account is located unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when sent or received by Bank.

#### Y. Offer of Services through Affiliates or Third Parties

Bank has the right to offer the Services through an affiliate or unrelated third party. In order to provide the Services to Customer through this type of arrangement, Customer authorizes Bank to disclose information on Customer's accounts and services to the affiliate or third party who provides the Services.

#### Z. Force Majeure and Limitation of Liability of Bank

Notwithstanding any other provision of this Agreement, Bank shall not be liable for any loss, expense or delay caused by accidents, strikes, fire, flood, war, riot, electrical or mechanical failure, software, acts or omissions of the Customer, or any other third parties (including but not limited to acts or omissions of any telephone or telecommunications carrier), acts of God or any other cause or causes which are beyond its reasonable control.

#### AA. Virus Protection

The Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PCs and diskettes using a reliable virus detection product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

#### AB. Non-EFTA Transfers

This Paragraph BB applies to electronic funds transfers that are not governed by the Electronic Fund Transfers Act ("EFTA"). For example, electronic fund transfers to or from an Account are not governed by the EFTA if the Account is not established primarily for personal, family or household purposes. In addition, electronic fund transfers through FedWire or a similar wire transfer system, or where the primary purpose is for the purchase or sale of securities, are not covered by the EFTA.

To the extent the terms of this Paragraph BB are inconsistent with the rest of the provisions of the Agreement, the terms and conditions of this Paragraph BB will control as they apply to electronic funds transfers that are not governed by the EFTA.

Protection of the Services/Obligation to Review Security Procedures - Customer agrees to use the Services solely for the purpose intended and in accordance with procedures outlined in the Manual and

other Bank procedures and agreements (as amended from time to time) which may be applicable to use of the Services and the related Accounts.

Customer assumes all risks associated with disclosure of any code or password to its employees. Customer agrees to limit disclosures of codes or passwords to those employees it will authorize to use the Services or who have a specific need to know. Customer will establish procedures to protect the confidentiality of all information relating to the Services, including all codes and passwords, and will promptly notify Bank if Customer knows or suspects that codes, passwords or other security information is stolen, compromised, or misused. Customer will require Authorized Persons to create new passwords at reasonably frequent periods, based on Customer's assessment of the security requirements appropriate for the Services utilized by Customer. Customer agrees to promptly change security codes and level of authority, as applicable, in the event of any change in personnel or when reasonably prudent to do so.

Customer agrees that the Bank will not be responsible for verifying whether a payment order or other communication is originated by an authorized person other than through the verification process contained in the security procedures of the System. Thus, when an employee is added or deleted as an authorized person on the system, the Bank will treat that person as "authorized" if the security procedures are followed, without verifying that employee with Customer or otherwise investigating whether the employee is exercising authority granted by the Customer or consistent with any internal limitations on activity established by Customer for that employee.

Customer will review and implement all security procedures available in connection with the Services. After review of the Services offered by Bank, including those aspects of the Services pertaining to assuring the authenticity of a communication between Customer and Bank, Customer will notify Bank in the event Customer's use of the Services would necessitate or be better served by a level of security that exceeds that offered by the Services. If Customer fails so to notify Bank, Customer acknowledges and agrees that the security aspects of the Services are appropriate for Customer's needs and will provide Customer with a commercially reasonable degree of security against unauthorized use.

Your Duty to Notify Us of Error - You agree to notify us promptly (i) of any discrepancy between your records and the periodic Account statements furnished by us to you, or (ii) if a payment or transfer purportedly made on your behalf or charged to your Account were not authorized by you, was erroneous or was executed improperly. You shall be deemed to have received notice of such an occurrence when you receive actual notice or an Account statement furnished in a fashion customary for that Account or such other account as was charged for payment indicating (i) the purported payment order or other communication was accepted and acted upon by us, or (ii) your Account was debited with respect to the payment or transfer, whichever occurs first.

If you fail to notify us within 30 days after you received notice of an unauthorized or erroneous transfer, we will not owe you any interest on the amount in question even if we are otherwise liable to you in connection with the transfer or other communication or is obligated to credit you for the amount of the transfer or any portion thereof, nor will we be liable for any other losses resulting from your failure to

give such notice with respect to a transfer shown on such periodic statement. If you fail to notify us of any such discrepancy within one (1) year, you shall be precluded from asserting such discrepancy against us.

Authorization and Processing Transfer Requests - You are responsible for controlling access to the Services and for any limitations placed by you on the Services an authorized person may utilize. The fact that we are, or may be made aware of, or could have discovered, any limitation on access to a Service does not make us obligated to enforce or attempt to enforce any limitation.

If a transfer request between your Accounts with us ("transfer request") (or a request for cancellation or amendment of a transfer request) received by us purports to have been transmitted or authorized by you, it will be deemed effective as your transfer request and you will be obligated to us for the amount of such transfer request, even though the transfer request was not authorized by you, provided we acted in compliance with the security procedure referred to in this Agreement (or any other applicable agreement) with respect to the transfer request.

If a transfer request (or request for cancellation or amendment of a transfer request) received by us was transmitted or authorized by you, you shall be obligated to pay the amount of the transfer request as provided herein, whether or not we complied with the security procedure referred to in this Agreement with respect to that transfer request and whether or not that transfer request was erroneous in any respect or that error would have been detected if we had complied with such procedure.

You agree that the authenticity of transfer requests and stop payment orders issued by you to us will be verified pursuant to the security procedures contained in the Services, and that such security procedures are commercially reasonable. You agree that the security procedures are not intended to, and will not serve as, a procedure to identify errors in a payment order or its instructions.

You acknowledge and agree that if a transfer request describes the beneficiary or beneficiary's bank inconsistently by name and Account number, execution of the transfer request will occur on the basis of the Account number, even if it identifies a person different from the named beneficiary or bank, and that your obligation to pay the amount of the transfer request to us is not excused in such circumstances

Third Party Data Input - You acknowledge that the Services may require that data be input into the Program by parties other than us. In some cases, we may provide such parties with information instructing them how to input data into the Program; however, in no event shall we be liable for the accuracy, completeness, correctness or format of data input by parties other than us.

Indemnification - You shall indemnify, defend and hold us harmless from against any and all loss, liability, cost, charges or other expenses (including reasonable attorneys' fees) which we may incur or be subject to, arising out of or related directly or indirectly to the performance by us of our obligations hereunder.

Disclaimer of Warranty and Limitation of Liability - We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the System Services provided to you under this Agreement. We do not and cannot warrant that System will operate without errors, or that any or all System Services will be available and operational at all times. In no event shall Bank, its officers, directors, employees, agents or contractors be liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to System, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Bank and its affiliates exceed the amounts paid by you for the services provided to you through System during the six (6) months period preceding the date of the alleged negligence or breach.