



## eBanking Agreement and Disclosure

This document contains two parts. Part A contains your consent to receive electronic communications from Cathay Bank. Part B sets forth the terms of our eBanking service. We need your agreement to both parts before you subscribe to our eBanking service. By agreeing to this eBanking Agreement and Disclosure, you are agreeing to the terms of both Part A and Part B of this document.

### PART A (Consent to Electronic Communications)

You agree to the following terms:

- **Communications.** Any notice, record or other type of information that is provided to you in connection with your accounts or account-related services (e.g., online eBanking and mobile banking) (“*Communications*”) may be provided to you electronically by notifying you of its posting at our website, [www.fareastnationalbank.com](http://www.fareastnationalbank.com), by making it available to you through our eBanking or mobile banking service, or by sending it to any account holder or authorized signer by email. This includes, for example, the eBanking agreement and Disclosure, mobile banking agreement, this Consent, change-in-term notices, fee and transaction information, check images, tax information, privacy and other notices, statements, and other account-related information.
- **Paper Copies.** You may request a paper copy of any Communication by contacting us at 1 (800) 600-7125 or writing to us at: Cathay Bank, Attention: Internet Banking Services, P.O. Box 54198, Los Angeles, CA 90099-9182. We may impose a fee for paper copies (See our fee schedule for the related expense).
- **Withdrawal of Consent.** You can withdraw your consent to ongoing electronic Communications and ask that they be sent to you in paper or non-electronic form. To do so you must contact us at 1 (800) 600-7125 or write to us at: Cathay Bank, Attention: Internet Banking Services, P.O. Box 54198, Los Angeles, CA 90099-9182 (See our fee schedule for the related expense). We may elect to terminate some or all of the eBanking service or other account-related services if you choose to receive Communications in paper or non-electronic form and/or may charge a fee (See our applicable fee schedule).
- **Current Email Address.** You agree to provide us with at least 3 business days advance notice of any change in your email address for Communications. You must provide that notice to us by calling us at 1 (800) 600-7125 or writing to us at: Cathay Bank, Attention: Internet Banking Services, P.O. Box 54198, Los Angeles, CA 90099-9182.
- **Equipment and Software.** In order to use our eBanking service, you will need a working connection to the Internet. Your browser must support the Secure Sockets Layer (SSL) protocol. SSL provides a secure channel to send and receive data over the Internet through HS encryption capabilities. Newer versions of Microsoft Internet Explorer®, Google Chrome®, Mozilla Firefox®, and Apple Safari® support this feature. You will also need either a printer connected to your computer to print Communications or sufficient hard drive space available to save the information. You will need to have Adobe® Acrobat Reader® or a compatible software installed on your computer in order for you to access, view or print your statements. To download a free copy of Adobe® Acrobat Reader®, please visit [www.adobe.com](http://www.adobe.com).

In order to use our mobile banking service, you will need a cellular phone or other mobile communication device approved by us that is web-enabled with a working connection to the Internet. Your mobile device must support 128-bit encryption and be capable of sending and receiving SMS text messages. You also will need our mobile banking application installed on your mobile device. You can download a free copy of our mobile banking application from Google Play® or the Apple App Store®. Please note that your wireless carrier may charge you for SMS text messages and Internet-related use with your mobile device.

We do not provide ISP services. You must have your own Internet service provider.

- **Changes.** We may add to, delete or change these terms by providing you with advance notice.
- **Termination.** We may elect to send paper Communications to you at any time without prior notice. We also reserve the right to terminate this Consent at any time without cause or prior notice. You may terminate this Consent at any time by withdrawing your consent in the manner described above.

The terms of this Consent supplement the terms of your account agreement with us.

## **PART B** **(eBanking Terms)**

This Agreement sets forth the terms and conditions of the eBanking service (“Service”) offered by Cathay Bank. In this Agreement, “you” refers to each owner and authorized signer on the accounts that may be accessed through the Service. The terms “we,” “us” and “Bank” refer to Cathay Bank. This Agreement incorporates, supplements, and supersedes where inconsistent, the terms of your account agreement with us with respect to the Service. Your use of the Service will be deemed further evidence of your agreement to these terms. Unless otherwise specified, the times indicated in this Agreement are Pacific Time.

1. **Our Service.** We offer the following online Services:
  - *Online Account Access* — You can obtain information about your accounts and transactions, communicate with us, receive notifications about your account activity, stop payment on checks, view statements, and transfer funds between your designated accounts with us.
  - *Bill Payments* — You can make bill payments to others and receive electronic billings from participating payees.
  - *People Pay Transfers* — *You can send funds to other consumers.* Note: People Pay requires a separate enrollment.
2. **Your Equipment.** In order to use the Service, you will need a computer with a working connection to the Internet. You also must have the browser and other equipment described in the Consent to Electronic Communications portion of this document (see Part A above). You are responsible for the selection, installation, maintenance, and operation of your computer, software, and other equipment required for the Service. We are not responsible for any errors, failures, or malfunctions of your computer, software or other equipment required for the Service, or for any computer virus or related problems that may occur with your use of this Service. You are responsible for ensuring that your computer, software, and other equipment are compatible with our system. We reserve the right to change our system requirements from time to time. Note: Some browser software may store user names and security codes to facilitate the future use of a web site. For security reasons, you agree to disable this feature in your browser. Check your browser’s “Help” screen for more information on this feature. If you are unable to connect to the Service for any reason, please contact us at 1 (800) 600-7125.
3. **Your Password.** You must establish one or more User IDs, Passwords and/or other means of identification and authentication (collectively, “*Password*”) with us to access the Service. You are responsible for keeping the Password secure and confidential. Never place your Password on or near your computer. For security reasons, we may disable your Password if it is entered incorrectly several times. We may act on any Service instruction that is accompanied by your Password. You agree not to disclose your Password to anyone.
4. **Your Accounts.** In order to use the Bill Payment Service, you must have an eligible checking account with us. At our discretion, we may refuse to allow certain accounts to be linked to any Service.
5. **Account Balance and Transaction Information.** You can use the Service to obtain account balance and transaction information anytime of the day, seven days a week, except when the system is unavailable for maintenance or other reasons. Please note that the information provided may not include recent transactions and may include funds that are not subject to immediate withdrawal.
6. **Transfers.** You may make transfers between your eligible accounts with us. Transfers cannot be made from time deposit accounts.

Transfer requests which are received by us on or before the “cutoff hour” of 10:00 p.m. on business days will be posted that day (generally at the end of the day). Transfer requests received after the cutoff hour or on a weekend or holiday may be deemed received as of the next business day.

7. **E-Statements.** E-Statements offer you a convenient way to view, save and print your periodic statements. If you elect to receive E-Statements, we may discontinue sending paper statements and make periodic statements available to you in electronic form only. This includes, but is not limited to, ongoing disclosures currently provided on the back of your paper statement, notices posted as messages on the face of the statement, and all notices or other communications that accompany mailed statements. We may send an electronic notification to your email address alerting you when the most recent E-Statement is made available to you. Each E-Statement will be available for your viewing, downloading or printing for a period of 18 months from the date that it is made available to you. You agree to review your E-Statements in a timely manner, just as you would paper statements, and to promptly notify us of any errors, unauthorized activity or other problems. You will be deemed to receive E-Statements when they are made available to you. Any time periods within which you must notify us of any problems or errors reflected on your statement(s) will begin on the date we make the E-Statement available to you, regardless of when it is actually viewed by you. If you cannot access, print or view your E-Statements, you must contact us immediately at 1 (800) 600-7125 to make alternate arrangements. Please see the Consent to Electronic Communications portion of this document (i.e., Part A above) for other important information about E-Statements and our electronic communications with you.

8. **Alerts.** You can receive email or SMS text message alerts to notify you when certain events occur on your account. Alerts are triggered by the criteria you establish within the Service and may include events such as a low balance or failed transfer. You authorize us to send emails and SMS text messages for any alerts you establish to the email address and/or mobile phone number any of you provide to us. You can cancel or change email or SMS text message alerts by deleting or changing your alert criteria at our eBanking website. You also can initiate the opt-out process to stop receiving SMS text messages by following the process described in the “Use of SMS Messaging” section below.

Alerts that we send to you are not intended to replace your account statements or other communications and may be delayed or prevented by factors such as problems with your Internet service provider. We assume no liability for losses or damages arising from the non-delivery, delayed delivery, or misdelivery of alerts. We may add to, change, or discontinue the criteria used to trigger alerts at any time.

9. **Stop Payment Requests.** You can use the Service to place a stop payment order (or cancel a stop payment order) on a paper check that you have written against your account. Your stop payment order must include the account number, check number, EXACT amount (dollars and cents), check or transaction date, and the name of the payee. We will not be liable for paying a check over a stop payment order if the order is incomplete or incorrect. Stop payment orders received on a weekend, holiday, or after 10:00 p.m. on a business day may be deemed received by us as of the next business day. We must receive stop payment orders at a time and in a manner which affords us a reasonable opportunity to act upon them. Please see your account agreement for the terms related to stop payment orders. Stop payment orders are effective for six months.

If our on-line system is not available for any reason, you can contact us during our regular business hours at 1 (800) 600-7125 for assistance.

10. **Bill Payments.** You can use this Service to make payments to others from one or more of your designated checking accounts with us. If you link more than one checking account to the Service, you must specify which account you wish to use in making payments.

Eligible Payees. You may only designate payees and payee accounts located in the United States. We reserve the right to determine who may be a payee.

Scheduling Online Bill Payments. You may instruct us to send a payment on any business day that you designate (the “*Payment Send Date*”), up to 365 days in advance. To initiate a payment, you must specify the person or business you are paying, the Payment Send Date, the amount to be paid, and (if you have one) your account number with the payee. The first time you request a payment to be made to a payee, you must also specify the payee’s address and other information requested by the Service. You agree to provide us with reasonable advance notice of any change in payee information. We may modify the payee address to accommodate special processing requirements. We will provide an electronic confirmation number at the time that you set up each online bill payment.

Bill payments are processed only Monday through Friday. Any request made on a weekend, holiday, or after 6:00 p.m. on a business day may not be processed by us until the following business day. Payments may be sent to payees either as an electronic payment (for payees that can receive such payments) or as a check. Electronic payments will normally

be received by the Payee within three business days after the Payment Send Date. Payments made by check may not be placed with the U.S. Postal Service until the business day following the Payment Send Date. Because it could take several days for a payee to receive a check through the U.S. mail, you should allow sufficient time for payments by check. You are responsible for scheduling payments to be made in a timely manner. Do not rely on any payment grace period. We are not responsible for delays that occur in the postal system or automated clearing house, or for any action or omission by a payee.

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

Initiating Automatic Recurring Payments. You may use the Service to make regularly recurring payments in the same amount to the same payee. Once your arrangements are set, we will send your payment automatically each month. If the Payment Send Date for an automatic payment falls on a weekend or holiday, the payment may be sent on the following business day.

E-Bills. An e-bill is an electronic version of a bill issued by your payee. If your payee participates in e-bill, you can receive the payee's e-bills directly through our Service. To do this, you will need to click the "Set up e-bill" link below your payee's name and follow the online instructions. You must be registered for online access with your payee and will be required to enter your login information for the payee's website as part of the set up process. By providing us with that information, you authorize us to access your payee's website and obtain your billing information. You also authorize us to act as your agent for the limited purpose of setting up e-bills.

It may take one to two billing cycles after set up before you begin receiving e-bills from a payee. Once you receive an e-bill, you can use it to view and pay your bill. You may instruct us to send you an email when your e-bill arrives and/or when it is paid. You also may instruct us to pay e-bills automatically when they arrive. In order to process payments more efficiently, we may edit or alter payment data or data formats in accordance with payee's directives. We will attempt to present e-bills promptly when we receive them. Please note that your payee may refuse your request to receive e-bills. You are solely responsible for contacting your payee if you do not receive an e-bill. You or your payee may cancel e-bills at any time. The timeframe for doing this can vary from payee to payee. We are not responsible for any payments that are in process at the time of cancellation.

You agree to review all statements, notices and other information made available to you by your payees. You are solely responsible for ensuring that all billing information is accurate. We assume no responsibility for the timeliness, completeness, or accuracy of e-bills. We are only responsible for presenting information that we receive from your payee. You must address any discrepancies or disputes regarding the accuracy of e-bill directly with the payee. You are responsible for ensuring timely payment of all bills, whether or not reported by us. We assume no responsibility if a payee fails to make your e-bill available. Copies of previously delivered bills must be requested from the payee directly.

If you change your login information for a payee's website, you must immediately update that information with us. Please note that the Service is unable to update your personal information (e.g., your name, address, email address or phone number) with your payee. You agree not to use the Service to gain unauthorized access to a third party's e-bills. This Agreement does not alter any liability or obligations that currently exist between you and your payees.

Erroneous Payment Orders. You assume sole responsibility for accurately describing payees, payment amounts, payee addresses, and, if applicable, your account number with the payee. We are not responsible for confirming such information, or for monitoring or refusing to process duplicate payment instructions. If you give us a payment instruction that is incomplete, untimely, or incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us. We are not obligated to detect errors in your payment instructions.

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

Cancelling, Changing, and Stopping Payment Orders. You can cancel or change a payment request electronically by deleting or changing the payment instruction from the online payment screen. To do this, you must act before 6:00 p.m. of the Payment Send Date.

If you have told us in advance to make regular payments out of your account, you can cancel or change these payments by (1) deleting or changing your payment instructions electronically through the Service, (2) calling us at 1 (800) 600-7125, or (3) writing to us at Cathay Bank, Attention: Internet Banking Services, P.O. Box 54198, Los Angeles, CA 90099-9182. To cancel or change your payment instructions by telephone or mail, we must receive your request at least three business days before the Payment Send Date. (Note: If you give us your request by telephone or mail and we do not receive it at least three business days prior to the Payment Send Date, we may attempt, at our sole discretion, to cancel or change the payment. We assume no responsibility for our failure or refusal to do so, even if we accept the request for processing.) If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If we do not receive written confirmation within 14 days, we may treat your verbal instruction as no longer binding. If you order us to cancel or change one of these payments at least three business days before the Payment Send Date and we do not do so, we will be liable for your losses or damages.

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

11. **Use of SMS Messaging.** You may receive SMS text messages relating to the Service, your account and transactions from time to time. In addition to the alerts you request, you authorize us to send emails and SMS text messages to you in connection with the Service, your accounts and transactions at any email address or mobile phone number any of you provide to us. Your carrier's normal rates and fees, such as text messaging fees, will apply. To stop receiving SMS messages you can initiate the opt-out process by sending an SMS text message. Just text "STOP" to this number: 20736. For help, text "HELP" to 20736.
12. **No Warranties.** THE SERVICE IS MADE AVAILABLE ON AN "AS-IS" AND "AS AVAILABLE" BASIS. NEITHER WE NOR OUR VENDORS PROVIDE ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THIS SERVICE. ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE GREATEST EXTENT PERMITTED BY LAW. NEITHER WE NOR OUR VENDORS ASSUME ANY LIABILITY FOR THE UNAVAILABILITY OF THE SERVICE. THIS PROVISION SHALL NOT BE DEEMED TO LIMIT OUR OBLIGATIONS AS OTHERWISE SET FORTH IN THIS AGREEMENT OR AS REQUIRED BY LAW.
13. **Hours of Operation; Service Unavailability.** You can access account information through the Service 7 days a week, 24 hours a day. The information may not reflect recent or pending transactions. There may be times, however, when all or part of the Service is temporarily unavailable due to system outages, maintenance or technical difficulties, including those of the Internet service provider or software provider. We may suspend this Service immediately if we believe the security of the Service has been compromised or we question the legality of any transaction. We assume no responsibility for any damage or delay that may result from such unavailability.
14. **Privacy.** We may release information about you, your accounts and the transactions you perform to companies that perform services for us (such as check printers and data processing firms), with your permission, to our affiliates, and as permitted by law. We may disclose information, for example: where it is necessary or helpful for completing a transaction; to report the existence, history and condition of your account to credit reporting agencies; and to comply with government agency and court orders. Please see our [Privacy Policy](#) web page or call us at 1 (866) 336-2872 for information about how we gather, use and secure nonpublic personal information about you.
15. **Electronic Mail.** If you send us electronic mail ("*e-mail*"), we may not receive or review it immediately. We will have a reasonable time to act upon any e-mail request or notice, and reserve the right to reject any transaction or request received by e-mail. You acknowledge that, even though e-mail may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the Internet. Our service providers and we assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system. Please do not include any sensitive information about yourself or your accounts in e-mail that is not encrypted and sent through a secure e-mail system.
16. **Discrepancies.** We assume no responsibility for the accuracy or timeliness of information provided by, or retrieved from, other institutions or other parties to your transactions. You agree to provide us with prior written notice of any changes in your designated accounts with payees and other institutions that would affect our right or ability to process Service transfers or payments.

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

17. **Business Days.** Our business days are Monday through Friday, excluding holidays.
18. **Documentation.** We will send or make available to you a monthly deposit account statement unless there are no electronic fund transfers in a particular month. In any case, you will receive or have electronic access to a statement at least quarterly.
19. **Service Fees.** There are no fees for accessing information about your accounts, transferring funds, or paying bills through the Service. However, we may impose an excess transaction fee of \$10 for each transfer or payment that exceeds the transaction limitation we set for your account each statement period (see "Limitations" below for more details about transaction limitations that apply to money market and savings accounts). We may also impose a charge for transfers or payments drawn on non-sufficient funds (see our fee schedule for NSF fees and other fees that could affect your accounts). We are not responsible for any fees that may be billed to you by your Internet service provider.
20. **Limitations.** We reserve the right to limit the frequency and dollar amount of transfers and payments for security reasons. Payments and transfers may only be made to and from an account in the United States, and only in U.S. dollars. Unless we advise you otherwise in writing, Bill Payments may not exceed a total of \$9,999.99 per transaction or \$50,000.00 per day. We may change these limits at any time. If your transaction is scheduled to occur on a weekend, a holiday, or after our cutoff hour, we may determine your transaction limitations as if the transaction occurred on the following business day. We may permit you to exceed these limits from time to time at our sole discretion, but may cease doing so at any time and without prior notice.

Payments and transfers from savings accounts and money market deposit accounts are limited by law and your account agreement with us. You may only make up to 6 withdrawals and/or transfers each month by check (for accounts with check privileges), preauthorized or automatic transfer (e.g., automatic payments to an insurance company), draft, point-of-sale debit card, telephone and/or eBanking. We may refuse to permit a Service transaction at any time and without prior notice if we believe it may violate applicable law. See your account agreement for further details.

21. **How to Notify Us of a Problem.** If you have a question about a Service transaction, believe your User ID or Password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call or write to your branch of account (the phone number and address are shown on your statement). You can also call us at 1 (800) 600-7125 or write to us at Cathay Bank, Attention: Internet Banking Services, P.O. Box 54198, Los Angeles, CA 90099-9182.
22. **Your Responsibility.** Tell us AT ONCE if you believe your Password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days, you can lose no more than \$50 if someone used your Password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Password, and we can prove that we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows bill payments or transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.
23. **Our Responsibility.** If we do not complete a transfer or send a payment from your account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for example, if: (a) we process your payment or transfer in a timely manner, but the payee rejects your payment or fails to process it in a timely manner; (b) your account does not contain sufficient available funds to make the transfer or payment, or the transfer or payment would exceed the credit limit on any overdraft line you have with us; (c) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or claim restricting the transfer or payment; (d) the payee or transaction information you supply to us is incorrect, incomplete or untimely; (e) the system was not working properly and you knew about the problem when you requested the transfer or payment; (f) circumstances beyond our control (such as fire, flood, viruses, computer breakdowns or telecommunication problems) or rolling blackouts prevent the transaction, despite reasonable precautions that we have taken; (g) you do not authorize a bill payment early enough for your payment to be made and

properly credited by the payee by the time it is due; (h) a transfer or payment could not be completed due to the system's unavailability; or (i) you fail to follow our on-screen instructions properly. There may be other exceptions stated in our Agreement with you.

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

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time that it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, we may take up to 90 days to investigate your complaint or question, and up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

- 25. Limitation on Time to Sue.** Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to the Service must be commenced no later than one year after the day the cause of action accrues.
- 26. Indemnification.** Except as otherwise set forth in this Agreement, you agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including, without limitation, attorney fees) related to or arising out of: (a) your actions and omissions in connection with your accounts or our Service, or (b) our actions and omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions. This provision shall survive the termination of this Agreement.
- 27. Other Terms.** This Agreement incorporates, supplements and supersedes where inconsistent, the terms of your account agreement with us. Please see that agreement for other terms relating to this Service (e.g., waivers, governing law, and overdrafts). You agree to comply with the Terms and Conditions found at our web site, as well as any Service guidelines and instructions set forth at that site. Unless we agree otherwise in a writing that specifically refers to this Agreement, this Agreement, our web site terms and conditions, and your account agreement contain all of the terms of our agreement with you with respect to the Service.
- 28. Change in Terms.** We may add to, delete from, or change the terms of this Agreement at any time by sending a notice to any of you at the mail or e-mail address shown in our records, by posting the notice or an amended Agreement on our web site, or by delivering it to you. You may choose not to accept the change by closing your account(s) or terminating this Agreement and your use of the Service.

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

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

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

scheduled or recurring Service payments and/or transfers following termination of the Service. Any indemnification required by this Agreement shall survive its termination.

- 30. Business and Other Non-personal Accounts.** Our obligations set forth in Sections 23 and 24, and the limitations on customer liability set forth in Section 22 and in periodic statements, do not apply in the case of business or other non-personal accounts. The owners of those accounts must notify us immediately if they discover any unauthorized transactions or errors, and must send us a written notice of the problem within a reasonable time (not to exceed 14 days from the date of discovery or their receipt or the availability of the first statement or notice reflecting the problem, whichever occurs first). Under no circumstances will we be liable for any special or consequential damages involving such accounts. We may process any online instruction we believe is given by any of you if the instruction is accompanied by your Password, and you will be obligated for the transfer or payment, even if the instruction is not transmitted or authorized by you. Each time you use the Service to submit a transfer or payment instruction to us, you warrant that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions).