

# **GBC INTERNATIONAL BANK CONSUMER ONLINE BANKING AGREEMENT**

## **Welcome to Online Banking with GBC International Bank.**

This Online Banking Agreement and Disclosure (Agreement) discusses how you can use Online Banking (Service) to obtain information about your accounts, to transfer funds between your accounts, and to request certain other bank services. It also contains the terms and conditions governing the Service. This Agreement is a contract which establishes the rules which cover your electronic access to your accounts at GBC International Bank ("Bank") through Consumer eBanking ("System").

## **E-SIGN AGREEMENT**

GBC International Bank provides you with the opportunity to electronically receive required disclosures associated with your Bank accounts and electronic services. The following Agreement applies to all electronic products, services, disclosures and communications. Before obtaining products or services or receiving disclosures and communications electronically, you must read and indicate your acceptance of the terms below.

**Requirements:** You must maintain minimum computer hardware and software requirements in order to receive and retain the information communicated to you in electronic form. By consenting to access and receive information electronically, you also verify that you meet the following required hardware and software requirements:

1. A personal computer or other device capable of accessing the internet.
2. A web browser which supports 128-bit SSL encrypted communications.
3. Software that permits you to receive and access PDF files, such as Adobe Acrobat Reader.
4. Broadband or a high-speed internet connection. A dial-up connection may be too slow.

## **Consent to Receive Electronic Disclosure:**

1. We will provide disclosures in a clear, conspicuous manner that you can print and/or store using the hardware and software specified within this Agreement.
2. You understand your right to revoke this Agreement and thereby withdraw consent to communicate with us electronically. In order to withdraw consent and terminate this Agreement, you must notify us, in writing or by telephone, 30 days in advance of this decision at the address or number below. There are no fees associated with rescinding this agreement.
3. You understand that we will not normally mail paper copies of the disclosure or account statements received electronically. To obtain a paper copy of any disclosure, contact your GBC International Bank branch office.
4. You agree to notify us immediately if you are unable to access any of the information that has been delivered in an electronic form or manner.
5. You are responsible for maintaining an accurate e-mail address in which to receive e-mail notifications. You are required to update us with any changes by calling or writing to your local branch office.

## **Contact Us:**

E-mail: You can contact us by e-mail at [info@gbcib.com](mailto:info@gbcib.com). Please note that banking transactions through the System are not made via e-mail.

Telephone: You can contact your local branch during business hours on Monday thru Friday except Holidays.

- CA - Los Angeles Corporate Office: (310)826-4228 [10:00 AM to 3:00 PM PST]
- CA - City of Industry Branch: (909)839-0078 [9:00 AM to 5:00 PM PST]
- CA - Monterey Park Branch: (626)288-8118 [9:00 AM to 5:00 PM PST]
- CA - Westminster Branch: (714)898-9292 [9:00 AM to 5:00 PM PST]
- CA - San Francisco Branch: (415)392-0900 [9:00 AM to 5:00 PM PST]
- CA - San Jose Branch: (408)280-1288 [9:00 AM to 5:00 PM PST]
- WA -Shoreline Branch: (206)546-8484 [9:00 AM to 5:00 PM PST]
- WA – Bellevue Branch: (425)214-8435 [10:00 AM to Noon PST]

Postal Mail: You can write to us at:

GBC International Bank  
Attn: Online Banking Customer Service  
16001 Aurora Avenue North  
Shoreline, WA 98004

In Person: You may visit us in person at any one of our branch locations.

GBC International Bank's Privacy Notice is available on the bank's website at <https://www.gbcib.com/privacy-notice/>.

## **GENERAL TERMS AND CONDITIONS**

**By using Consumer eBanking, you accept all the terms and conditions of this Agreement. The terms and conditions apply to each of our System Services which you use. The System Services are:**

- **ONLINE BANKING**
- **BILL PAY**
- **ELECTRONIC STATEMENT DELIVERY**
- **EXTERNAL TRANSFERS**
- **PEOPLE PAY**

**If you use Consumer eBanking, you indicate your consent to these terms. Please read and review it carefully. GBC International Bank recommends you print this Agreement for your records.**

The terms and conditions of the deposit Agreements and disclosures for each of your GBC International Bank accounts as well as your other Agreements with GBC International Bank, such as loans, continue to apply notwithstanding anything to the contrary in the Agreement.

**Users of Consumer eBanking should always check the Agreement for revision date** to ensure they have reviewed the most recent version of this agreement. GBC International Bank may modify our terms and conditions for use of this site at any time.

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 do 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 GBC International 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.

### **Definitions**

As used in this Agreement, the following words have the meanings given below.

1. **We, our, us, and Bank** means GBC International Bank, the depository institution that holds one or more accounts accessed by the Service.
2. **You and your** refers to the accountholder authorized by GBC International Bank to use the System under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through the System.
3. **Account or accounts** means your accounts at GBC International Bank.
4. **Electronic funds transfers** means ATM withdrawals, preauthorized transactions, point of sale transactions, and transfers to and from your GBC International Bank accounts using the System.
5. **The System Services** means the services provided pursuant to this Agreement.
6. **Business days** means Monday through Friday. Bank Holidays are not included.
7. **Fidelity Information Services, LLC (FIS)** is a global provider of banking and payment technologies.

### **ONLINE BANKING E-MAIL COMMUNICATIONS**

In general, communications sent over the public Internet are not necessarily secure. Therefore, we will not send, and we strongly suggest that you do not send, any confidential account information. We will not respond to account information-related questions sent via Internet e-mail.

Correspondence that requires expeditious handling – for example, if you need to report an unauthorized transaction from one of your accounts, or if you need to stop payment on a check you have issued - should be made by calling the Bank. The telephone number for customer service for your local institution is listed in the "Contact Us" information provided above.

Unless you have instructed us otherwise, you agree that GBC International Bank may respond to any electronic message that you send us by electronic mail, such as responding to any claim of unauthorized electronic funds transfer. Any electronic message sent to you by the Bank shall be considered as if it were sent by U.S. Mail, postage prepaid, and shall be considered received within three days of the date sent by the Bank, regardless of whether you sign on to the Service within that time frame.

### **SERVICE AVAILABILITY**

Online Banking with GBC International Bank is available 365 days a year. However, it is necessary to interrupt the Service on a scheduled basis to perform periodic System and account maintenance. We will attempt to schedule these maintenance periods at a time most convenient to our customers. The times may vary somewhat by geographic region due to different time zones. During these periods, customers are notified of the maintenance activities by an informational screen that is displayed when attempting to access Online Banking. In addition, access to Online Banking is made available according to the terms of a service Agreement between the Bank and FIS. FIS created and owns software that makes Online Banking possible. Any interruption of service or access caused by FIS may prevent your use of Online Banking.

GBC International Bank may, at our discretion, extend the maintenance periods outlined above as necessary to complete more extensive maintenance, System upgrades, or resolve Service problems.

### **Fees and Charges**

Currently, there are no monthly or transaction fees for accessing Online Banking through this System. GBC International Bank reserves the right to charge for People Pay, External Transfers and Stop Pays. Fees separately disclosed to you in connection with your account apply when using the System.

### **Posting of Transfers/Payments**

Transfers or payments initiated through the System before 4:00 p.m. (PST) on a business day are posted to your account the same day. Transfers or payment completed after 4:00 p.m. (PST) on a business day, Saturday, Sunday or banking holiday, may be posted on the next business day. The System identifies transfers or payments based upon the User ID of the user who made the electronic transfer or payment. Accordingly, you understand and acknowledge postings in the Transfer menu options of the System will not reflect transfers made by multiple users from the same account if different User IDs are used. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

### **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:

1. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
2. Electronic fund transfers initiated through the 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.
3. In the event the electronic fund transfers initiated through the 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.

### **Limits on Amounts and Frequency of System Transactions:**

The number of transfers from Bank accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit Agreement and disclosure for those accounts. If a hold has been placed on 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.

### **Disclosure of Account Information and Transfers**

You understand information about your accounts or the transfers you make may automatically be disclosed to others. We will disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing transfers; or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. As described in our privacy policy disclosure, provided separately.

**Periodic Statements:** You will not receive a separate System statement. Transfers to and from your accounts using the System will appear on the respective periodic paper statements for your Bank accounts.

**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 30 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 web site or forward it to you by e-mail 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 funds 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 all of the 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.

**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 the System will operate without errors or that any or all System Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not 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 your use of or access to the 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 GBC International Bank exceed the amounts paid by you for the services provided to you through the System.

**Indemnification.** You agree to defend, indemnify and hold harmless us and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorneys fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the Service.

**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 the 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 day of cancellation.

**Our Right to Terminate:**

You agree that we can 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. The 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. Upon reasonable notice, for any other reason in our sole discretion.

## **ACCESS SECURITY**

### **Security and Protecting Your Account**

GBC International Bank is committed to protecting the security and confidentiality of our customer account information. GBC International Bank uses state-of-the-art technology in the ongoing development of its Online Banking Service to ensure this security. We use several different methods to protect your account information:

1. You can only access Online Banking with certain browsers that have a high security standard.
2. You must have a valid User ID and Password to sign in.
3. Only one password per User ID is allowed.
4. If no action is taken for 20 minutes, you will be automatically logged off Online Banking.

### **Your Responsibility:**

You agree:

1. Not to give out your identifying information such as your Online Banking password to any other person. The Bank may rely on your User ID to identify you when providing banking services to you.
2. Never to leave your account information displayed in an area accessible by others.
3. Never to leave your PC unattended while using Online Banking.
4. To always exit the System by clicking on "Log Off" in the upper right portion of the screen after using Online Banking.
5. To notify GBC International Bank at the number listed as set forth in the "Contact Us" section above of this Agreement immediately if you suspect that your User ID or Password has become known to any unauthorized person.
6. To notify International Bank when you update your email address(s) and phone number(s).

You understand the importance of your role in preventing misuse of your accounts through the System and you agree to promptly examine your statement for each of your GBC International Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, 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 User ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via the System is encrypted in an effort to provide transmission security and the System utilizes identification technology to verify that the sender and receiver of the System transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure 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 potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Bank System, or e-mail transmitted to and from us, will not be monitored or read by others.

**Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these

methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as set forth in the contact us section above. We reserve the right to charge you a reasonable fee, not to exceed our standard research fee, to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

**Text Messages, Calls and/or Emails to You.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us at that number and/or e-mails from us for our everyday business purposes (including identify verification). Please review our Privacy Policy for more information.

## **SERVICE CANCELLATION, SUSPENSION, OR CHANGES**

In the event you wish to cancel any System Service, please contact customer service as set forth in the "Contact Us" section above.

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may cancel or suspend Service to you at any time. Neither cancellation nor suspension shall affect your liability or obligations under this Agreement.

It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Changes can be made within the user interface of the Service or by contacting customer service for the Service as set forth in the contact us section above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

Any transfer(s) we have already processed before the requested cancellation date will be completed by us.

## **ONLINE ACCESS**

### **Registration:**

GBC International Bank account customers can register in person at any bank location or online, by selecting the "Accept" button at the end of this Agreement, indicating your acceptance to these terms and conditions. To register online, you must provide the following:

1. One of your GBC International Bank account numbers (Checking, Savings, Loan, CD).
2. Checking or Savings, you will need your account number and last statement balance
3. Loan, you will need your account number, last payment amount and original principal amount

*Note: If you need assistance please contact us by one of the contact methods on page two of this Agreement. A Customer Service Representative will assist you in establishing your User ID.*

**User ID:** You will be prompted to create a User ID during your first online session through our online registration process. Your User ID and Password identify and authenticate you to GBC International Bank

when you use Online Banking. User IDs may only be obtained by customers who have existing accounts with GBC International Bank.

**Your Password:** For security purposes, you are required to change your password upon your initial login to Online Banking. You determine what User ID and password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to the System will be revoked. To re-establish your authorization to use the System, you must contact us to have your password reset or to obtain a new temporary password.

We recommend that you create a password using the following guidelines:

1. Passwords must be 8 to 16 characters long with a combination of at least 2 numerals and two alpha characters.
2. Passwords are case sensitive. As an example, Abc123 is not the same as aBC123.
3. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

You can change your Password online at any time by selecting the Change Password option under the Customer Service button. If necessary, passwords can also be reset by calling your local branch Online Banking Customer Service at the number provided on page two of this Agreement. However, any password changed over the telephone will be “temporary” only and will require an online reset at first use.

**Password Security.** If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at the telephone number provided in the contact us section above.

## **ERRORS, QUESTIONS, AND COMPLAINTS**

In case of errors or questions about your transactions, you should notify us as soon as set forth in the contact us section above.

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10)

Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will inform you of the results within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

## **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

**Information Authorization.** Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information.

**Service Cancellation, Termination, or Suspension by Us, and Other Remedies for Breach.** If we have reason to believe that you have engaged in any of the prohibited activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site, and/or use of the Service for any reason and at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

**Waiver of Jury Trial.** Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates or any intended third party beneficiary arising under or relating to this Agreement.

**Waiver of Class Action Claims.** Both parties agree to waive any right to assert any dispute or claim against the other party or any intended third party beneficiary arising under or relating to this Agreement as a class action.

**Indemnification.** You agree to defend, indemnify and hold harmless us and Service Providers and the officers, directors, agents, employees, representatives, and contractors of each of these, from any loss, damage, claim or demand (including attorneys fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the Service.

## BILL PAYMENT SERVICE

### SERVICE DEFINITIONS

1. **Service or The Service** means the bill payment service offered by GBC International Bank, through FIS Bill Payment Services.
2. **Agreement** means these terms and conditions of the bill payment service.
3. **Customer Service** means the Customer Service department of GBC International Bank.
4. **Biller** is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
5. **Payment Instruction** is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
6. **Payment Account** is the checking account from which bill payments will be debited.
7. **Billing Account** is the checking account from which all Service fees will be automatically debited.
8. **Business Day** is every Monday through Friday, excluding Federal Reserve holidays.
9. **Scheduled Payment Date** is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
10. **Due Date** is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.
11. **Scheduled Payment** is a payment that has been scheduled through the Service but has not begun processing.

### PAYMENT SCHEDULING

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. The application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

### PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives. When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service. The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void

if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

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

## **PAYMENT METHODS**

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

## **PAYMENT CANCELLATION REQUESTS**

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

## **STOP PAYMENT REQUESTS**

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

## **PROHIBITED PAYMENTS**

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

## **BILL DELIVERY AND PRESENTMENT**

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

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

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

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

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

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

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

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

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

### **SERVICE FEES AND ADDITIONAL CHARGES**

Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

### **FAILED OR RETURNED TRANSACTIONS**

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed.

### **BILLER LIMITATION**

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

### **RETURNED PAYMENTS**

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

### **INFORMATION AUTHORIZATION**

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. In addition, you agree that the Service reserves the right to

obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

## **ELECTRONIC STATEMENT DELIVERY ("Online Statements")**

### **1. The Scope of Your Consent**

If you consent to Online Statements, you also consent to delivery of the following categories of communications from us in electronic form:

- Periodic and annual statements you are provided in connection with the deposit accounts for which we offer, and you select, electronic delivery, whether now or in the future;
- Images of checks paid against your account(s) during the statement period, if applicable;
- Consumer disclosures, as applicable, that are required and may be provided on a consumer's periodic statements, including, but not limited to, the Error Resolution Notice required by the federal Electronic Fund Transfer Act, certain deposit account terms as required under the federal Truth-in-Savings Act, and the Billing Rights Statement required by the federal Truth in Lending Act;
- Notices and other communications we may send to you, including but not limited to notices regarding changes to the terms of your account, including applicable fees. Your continued use of the services following such communication will constitute your acceptance of the revised terms. (Certain changes in terms notices that would normally be provided as an insert with your paper statement may continue to be provided in paper form via U.S. mail or may be provided by e-mail.)

If your account is joint with another person or persons, one joint owner's election to receive Online Statements shall apply to both or all of you.

You understand that once we process your Online Statement request, we will discontinue mailing printed account statements to your mailing address of record unless you tell us otherwise (as described below).

### **2. How We Will Provide Online Statements**

You must provide a valid e-mail address or cell phone number for our notification purposes. Each statement period we will send you an e-mail notice or SMS text message advising you of the availability of your Online Statement. Once you receive our e-mail notice you may then access your current Online Statement at the GBC International Bank Online Banking website. Your Online Statement may be accessed for a period of two years after it is first made available to you.

If an e-mail we send to your e-mail address of record is returned as undeliverable we will attempt to contact you by telephone or U.S. mail, but we are not obligated to do so.

### **3. Your Right to Withdraw Consent to Online Statements**

You may withdraw your consent to have your statements provided in electronic form at any time by clicking on the Statement link in your online banking and selecting “change your statement delivery method”. You will not be charged a fee to withdraw your consent.

#### 4. Requesting a Paper Copy of a Statement, check image, disclosure or notice received electronically

You may request a paper copy of any Online Statement, check image, disclosure or notice received electronically under this agreement by writing to us at the address for notices below within two years after we provided the statement, image, disclosure or notice to you electronically. You may be charged a fee for a duplicate copy, as described in our then current Service Fee Schedule. However, you will not be charged a fee if you request a copy of the back of a check paid on your account.

#### 5. Your Duty to Review Your Online Statements

Your Online Statement will be dated up to four days prior to the day of the e-mail notifying you of the availability of your Online Statement. You must promptly access and review your Online Statement and notify us within the applicable time period specified in your applicable Online Banking Services Agreement of any error, unauthorized transaction, or other discrepancy. The applicable time period within which you must notify us begins on the day we send you the e-mail notification, regardless of when you receive or open your Online Statement.

GBC International Bank  
Attn: Online Customer Service  
16001 Auroa Avenue North  
Shoreline, WA 98004

#### 6. Online Statement Access

Access to Online Statements may be unavailable at times due to scheduled maintenance, unscheduled maintenance, or system outage. In addition, both environmental and physical events may occur that may cause the Services to become unavailable. We will make every reasonable effort to ensure the availability of access to your Online Statements through the Services. However, we are not liable for the unavailability of the Services or any damage that may result from your inability to access your Online Statement.

#### 7. Updating Your Contact Information

It is your responsibility to provide us with an accurate and complete e-mail address, postal address, and telephone number. You must promptly notify us of any change in your contact information. You may change your contact information with us through the available services or by contacting us directly as described above.

#### 8. Our Right to Terminate Online Statement Delivery

We reserve the right, in our sole discretion, to discontinue providing statements to you electronically and revert to paper statements at any time. We will provide you with notice of any such termination as required by law.

## 9. Verification of Ability and Consent to Receive Statements and Other Communications Electronically

Before we can provide you with periodic statements and other disclosures and notices in electronic format, you must demonstrate to us that you can access your statement or other communications in the same manner that it will be provided. Your consent to electronic delivery by your electronic “click” within Online Banking or on the Online Banking enrollment page demonstrates to us that you have the minimum hardware and software specifications and that you wish to receive electronic delivery of your account statements, disclosures and other communications from us.

## EXTERNAL FUNDS TRANSFER AGREEMENT

### InterBank Transfers to/from Accounts You Own

Within Online Banking you may sign up for the option of transferring funds between your linked deposit accounts with the bank and certain deposit accounts at other financial institutions (International Transfers are not supported). You will need to set up and verify each of your non-GBC International Bank accounts that you wish to use for these transfers. You agree that you will only attempt to set up and verify accounts for which you have the authority to transfer funds.

External transfers are processed after 4:00PM PST on the date they are scheduled. Sufficient funds need to be available at that time. If you transfer funds into the account you have with us, the funds are credited to your account on the next business day but may not be available for use until we receive the funds from the other financial institution. This may take up to two business days, five business days for accounts less than 30 days old.

- Transfers outside the Bank can be initiated on either a 1-time or a recurring basis. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, a \$100 transfer from an account you own at another financial institution to your GBC International Bank checking account that occurs every 2 weeks.
- One-time future-dated or recurring transfers scheduled for a weekend or a non-business day will be processed on the next business day.
- Future-dated and recurring transfers can be canceled prior to 4:00pm PST on the business day prior to the date the transfer is scheduled to be made. However, if the transfer's status is In Process or Processed, you can no longer cancel it.

Interbank Transfer to accounts you own are subject to the following fees:

- Incoming Transfers – no fee
- Outgoing Transfers - no fee

We reserve the right to charge additional fees at a later time and will notify you if we do so as required by law.

InterBank Transfer is subject to the following limits:

- Incoming/Outgoing transfers per transaction - **\$2,100.00**

- Incoming/Outgoing transfers per business day - **\$3,150.00**

The above limits apply to the total of all InterBank for all accounts. Any transfer initiated on a day that is not a business day counts toward the applicable limit for the next business day. InterBank Transfer is available to all customers, but you agree we may cancel, without prior notice, upon the occurrence of a "Disqualifying Event," as defined below.

We may change your dollar limits at any time. Any decrease will be subject to notice, as required by law, but you agree that we may reduce your limits stated above without prior notice upon occurrence of a DisqualifyingEvent.

Each of the following is a "Disqualifying Event":

- You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any GBC International Bank account during the current or 3 prior calendar months.
- Any of your account with GBC International Bank is not current or is not in good standing.
- You shall be solely responsible for the accuracy and completeness of Transfer Instructions transmitted to GBC International Bank. GBC International Bank shall not be responsible for any errors in the Instructions or requests for cancellation or amendment of Instructions transmitted to GBC International Bank by you, and your sole recourse for erroneous or unauthorized Entries or Instructions received by GBC International Bank from a third-party processor acting on behalf of you is against such third-party processor and not against GBC International Bank.
- Settlement for Entries will occur as provided in the Rules, except that GBC International Bank may, upon notice, require Settlement prior to processing. Payment of a Credit Entry by the Receiving Depository Financial Institution to the Receiver shall be provisional until receipt by the Receiving Depository Financial Institution of final Settlement for such Entry. You acknowledge that, if such final Settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and you shall not be deemed to have paid the Receiver the amount of the Entry.
- If an Entry describes the Receiver inconsistently by name and account number, payment may be made on the basis of the account number even if it identifies a person different from the named Receiver. In addition, if an Entry describes the Receiving Depository Financial Institution inconsistently by name and identification number or routing number, payment may be made on the basis of the identification number or routing number even if it identifies a financial institution other than the named Receiving Depository Financial Institution.
- If you transmit an Entry that instructs GBC International Bank to debit or credit an account at a financial institution that does not participate in an ACH association, GBC International Bank may reject such Entry and use reasonable efforts to notify you of such rejections.
- You agree to maintain sufficient collected balances in your Account to cover your transfer obligations for all Entries transmitted to GBC International Bank. You authorize GBC

International Bank to obtain payment of any amount due GBC International Bank with respect to any of the Entries by debiting, without prior notice or demand, the Account or any other account maintained by you at GBC International Bank. Entries requiring payments in excess of the collected balances available in the Account may be returned unprocessed by GBC International Bank, provided that GBC International Bank may, in its discretion, debit other accounts maintained by you at GBC International Bank in order to complete the Entry. You shall fund the Account with collected funds on or prior to any applicable Settlement Date, or, if so notified by GBC International Bank, on or prior to the date any Entries are to be processed. In the event that there are not sufficient collected funds in the Account to cover all Entries transmitted to GBC International Bank by you, such Entries will be completed in the order determined by GBC International Bank. If you fail to fund the Account as required, then GBC International Bank may refuse to provide InterBank Transfer services to you.

## **ADDITIONAL INFORMATION**

Any documentation provided to you which indicates that an electronic fund transfer was made will be admissible as evidence of the transfer and will constitute prima facie proof that the transfer was made. The initiation by you of certain electronic fund transfers from your Account will effectively eliminate your ability to stop payment of the transfer. **UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS; THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.**

## **MOBILE BANKING**

### **DEFINITIONS**

To make this Agreement easier to read, we've provided explanations for the following words and phrases.

**"App"** is the downloaded software available for selected Devices to be used to access Online Banking (Consumer eBanking and/or Business eBanking) through our Mobile Banking Service.

**"Consumer"** is an individual who maintains account(s) and uses the services for personal, family and household purposes.

**"Electronic Fund Transfers"** are transfers, payments and deposits made by use of a computer or Device through the services that affect your GBC International Bank savings and/or checking account.

**"Mobile Banking Services"** are a subset of Online Banking services that may be accessed from your Device through an internet browser or the App.

**"Mobile Deposit Service"** allows you to make deposits to your accounts using your Device by capturing images of checks and delivering the images and associated deposit information to us.

**"Sole Proprietor"** is an individual, who owns and operates a business under his or her name or a trade name, and not as a partnership, limited liability company or other business entity, and reports income from the business for federal and state income tax purposes on his or her individual tax return under his or her social security number.

**SYSTEM REQUIREMENTS.** Minimum operating system requirements include: iOS 8 and later for Apple Devices, and 4.0.3 and later for Android™ Devices. Minimum camera resolution compatibility: 5 megapixels. You are responsible for obtaining and maintaining an Internet service as well as the Device,

operating system, and software necessary to ensure proper access to Mobile Banking Services. Mobile Banking Services are only accessible via the browsers listed in the System and Hardware Requirements section.

### **System and Hardware Requirements For Computers and For Accessing Electronic Documents**

To access Online Banking and receive electronic documents, you will need a computer, Internet service provider, browser and the ability to download or print PDF documents. Minimum hardware requirements include a personal computer equipped with at least: 1-GHz processor; 1 GB of memory (RAM) and a screen display with at least 1300-pixel width. Minimum software requirements include: Windows Vista Service Pack (SP) 2, Microsoft Windows 7/8/10; Mac® Users – Mac OS X and later. Minimum Internet service provider requirements include: Cable, Digital Subscriber Line (DSL), or Integrated Services for Digital Network (ISDN) Internet connection. (Dial –up connections are not supported.) Note: Satellite connections often have difficulty supporting encrypted, Hypertext Transfer Protocol Secure (HTTPS) applications and may exhibit slow responses. Minimum browser requirements include: Google Chrome™ 37 and later, Microsoft Internet Explorer 10 and later, Microsoft Internet Explorer 11 and later, Mozilla® Firefox™ 33 and later; Mac Users – Safari 9® on Mac OS X 10.8 and later. JavaScript is required. Cookies are required. Online Banking services are only accessible via the browsers listed above. Browsers must support Secure Sockets Layer technology and 128-bit encryption. Note: Microsoft stopped supporting Windows XP and XP compatible Internet Explorer (IE) in April 2014, including security updates. XP users who do not upgrade their operating systems should replace IE with Google Chrome™ for an up-to-date, secure Internet browser. See above for Mobile Banking system requirements.

**YOUR WIRELESS CARRIER/TEXT MESSAGING CHARGES.** Charges may be assessed by your wireless carrier for text messages sent to or received from GBC International Bank. You are responsible for any fees or other charges that your service or wireless carrier may charge for your Device or any related data or message services, including without limitation for short message service.

**ADDITIONAL LIMITATIONS.** We do not guaranty the functionality of the Mobile Banking Services on all mobile Devices, communication networks and/or geographic areas at all times. Mobile Banking Services may be temporarily unavailable during regular or emergency system maintenance or due to conditions beyond our control. In no event will we be liable to you for unavailability of/or your inability to access Mobile Banking Services.

**MOBILE DEPOSIT SERVICE.** When you access Online Banking using the App, you can deposit original personal, business, cashier's, travelers and US government checks, and US money orders payable solely to you ("Checks") to an account by capturing images of the Checks and then transmitting those images and other data to us electronically subject to the limitations contained in this Agreement. The Checks will then be processed electronically. You agree to only deposit Checks payable solely to you as permitted by this Agreement. We may elect, at our discretion, to verify the authenticity or content of any transmission by placing a call to any owner or authorized signer but are not required to. We may deny access to the Mobile Deposit Service without prior notice if we are unable to confirm to our satisfaction any person's authority to access the Mobile Deposit Service or if we believe such action is necessary for security reasons. You agree to be responsible for any transmission or transaction we receive through the Mobile Deposit Service, even if it is not authorized by you.

**1. USING THE SERVICE.** You agree to: (i) install any equipment and/or implement any changes or upgrades to the equipment that we may require; (ii) follow our instructions for capturing and

transmitting Check images and other information to us; (iii) endorse all Checks that you transmit to us through this service with, "For GBC International Bank Mobile Deposit Only"; (iv) view each Check as it is scanned to ensure that the images (front and back) are being captured properly; (v) retain original Checks until you have received notification that your deposit is approved and processed; (vi) after receiving the approved and processed notification, either destroy the original Checks by shredding them or conspicuously and indelibly marking the front of the Checks as "Void". **Once we confirm our receipt of Check information, you agree that you will not attempt, directly or indirectly, to negotiate, deliver, transfer or deposit the original Checks (or copies of such Checks, whether in paper or electronic form) with us or others. You agree to store or destroy original Checks and any copies of such Checks in a way that others cannot gain access to them.**

**2. CERTAIN CHECKS NOT PERMITTED.** You may not use the service to deposit:

- a. Checks payable to others (even if endorsed over to you);
- b. Demand drafts or remotely created checks (i.e., checks lacking the original signature of the person authorizing the check);
- c. Substitute checks (i.e., the front and back of paper checks created from an electronic image) and checks that are not printed with the maker's information. A "substitute check" is a representation of the front and back of a check that includes the following on the front of the document: "This is a legal copy of your check. You can use it the same way you would use the original check";
- d. Checks that are irregular in any way (e.g., where the numerical and written amounts are different);
- e. Checks that have previously been returned unpaid for any reason;
- f. Checks that are postdated or more than 6 months old;
- g. Checks drawn on a foreign bank or payable in a foreign currency;
- h. Checks payable to "Cash";
- i. Checks drawn on the account into which the check is being deposited;
- j. Registered government warrants;
- k. Checks you suspect may be fraudulent or not properly authorized; or
- l. Checks that exceed the maximum daily aggregate limit set forth below.

Our processing of any of the Checks described above shall not obligate us to continue that practice, and we may stop doing so without cause or prior notice. We reserve the right to modify the types of Checks acceptable for this service at any time without prior notice. We may refuse any Check for deposit, with or without cause, or may elect to take a Check on a collection basis only. If we accept a Check for collection, we will send it to the institution upon which it is drawn, but will not credit your account for the amount until we receive the funds from the other institution. If we elect to credit your account before then, we may charge the amount back against your account if we do not receive payment for any reason.

We may also change the amount of your deposit to the legal amount of the Check.

**3. YOUR REPRESENTATIONS.** You represent and warrant the following with respect to each Check that you transmit through the Mobile Deposit Service:

- (i) You have the legal right to deposit and negotiate the Check, regardless of the name of the payee shown on the Check.
- (ii) You are the holder of the Check and the person entitled to enforce it.
- (iii) The images and information that you transmit accurately represent all of the information on the front and back of the original Check, including (without limitation) all endorsements, at the time of transmission.

(iv) You have not taken any action that would obscure, alter or impair the capture or transmission of information on the front or back of the Check or that otherwise may prevent us or another bank from capturing or processing such information.

(v) You make all warranties that would otherwise apply to the Check if it had been a paper item deposited with us. For example, you warrant that the Check has not been altered and you have a right to enforce the Check.

(vi) You make all encoding, transfer, presentment and other warranties that we or any correspondent bank we use are deemed by law to provide to others (e.g., as a reconverting bank) under any law, regulation, operating circular, clearing house rule, or image exchange network rule or agreement to which we are a party.

(vii) No Check will be presented for deposit or payment more than once.

(viii) The Check is not prohibited (Refer to section on Limits)

(ix) You will only use the service for lawful purposes and in compliance with applicable law.

(x) You will not submit files containing malicious code.

**4. AVAILABILITY OF CHECKS DEPOSITED USING THE SERVICE.** If you deposit a check using the Mobile Deposit Service before 6:00 p.m. HST on a business day, the amount of the check or \$200 (whichever is less) will be made immediately available for you to use. The remainder of your deposit may be available as early as the business day following the business day of your deposit. Your deposit is subject to verification, and we may not make the funds available for you to use until we complete our verification. If we cannot verify your check, we will reverse the deposit from your account. We will notify you by U.S. Mail if we decide to delay your use of the deposited funds or decide not to accept your check for deposit. Before using funds that you deposit through Mobile Banking Services, you should confirm that your deposit has been credited to your account or is available for you to use by reviewing your account. Once you confirm that your deposit has been processed, you should write "Void" or "Electronically Deposited" on your check. You may not deposit this check again anywhere.

**5. FEES/CHARGES.** You are solely responsible for the cost of any network connection fees, communication lines and other charges payable to third parties.

**6. LIMITS.** Deposit limits vary for each customer. We reserve the right to impose limits on the amount and number of deposits you can make using the Mobile Banking Service. We also reserve the right to modify those limits at our discretion without notifying you of the change. For more information about your specific limits, please contact your local branch customer service representative.

**7. LIMITATION OF LIABILITY.** Except as otherwise stated in this Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Mobile Deposit Service. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from:

- Your actions or omissions, or third parties who are not within our immediate and reasonable control;
- your negligence or breach of any agreement with us;
- any ambiguity, inaccuracy or omission in any information provided to us;
- any error, failure or delay in the transmission or delivery of data, records or checks due to a breakdown in any computer or communications facility;
- accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God;

- causes beyond our reasonable control;
- our inability to confirm to our satisfaction the authority of any person to act on your behalf;
- your failure to provide us with complete and correct Check images and data in accordance with this Agreement and our service instructions;
- the return of any Check by the institution upon which it is drawn;
- the unavailability of the service for any reason;
- any information that is lost, intercepted or destroyed during its transmission to us; or
- limitations placed on transactions by Federal Reserve, clearing house or exchange network rules or guidelines.

If the Mobile Deposit Service becomes unavailable, please contact us for alternative deposit options.

Our aggregate liability to you for claims relating to the Mobile Deposit Service, whether for breach, negligence, infringement, in tort or otherwise, and arising during any twelvemonth period shall be limited to an amount equal to the total fees/charges paid by you for the Mobile Deposit Service during such twelve-month period. We will not be responsible under any circumstances or under any legal theory for special, indirect, or consequential damages, including (without limitation) any loss of profits, opportunity or good will, which you incur as a result of our actions or omissions, even if we are aware of the possibility for such damages.

Any claim, action or proceeding by you to enforce any term hereunder or to recover for any Mobile Deposit Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with the Mobile Deposit Service. You acknowledge that our Mobile Deposit Service fees/charges have been established in contemplation of: these limitations on our liability; your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and your agreement to assist us in any loss recovery effort.

**8. NOTICES.** You agree to notify us immediately if you discover: (i) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (ii) unauthorized transactions involving any account; (iii) a breach in the confidentiality of any password; or (iv) other problems related to the service. Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or sent to you at the statement, email or mailing address shown for you in our deposit or service records. Notices to us must be sent to the address of:

GBC International Bank  
Attn: Online Banking Customer Service  
16001 Aurora Avenue North  
Shoreline, WA 98004

## PEOPLE PAY SERVICE

### 1. Definitions.

a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.

- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your People Pay Services fees will be automatically debited, or to which payments and credits to you will be credited. An Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- e. "Payment Instruction" is the information provided by the Sender to the People Pay Service for a payment to be made to a Receiver (such as, but not limited to, name, mobile telephone number, email address, and bank account and routing number information).
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. "People Pay Request" means functionality that, if provided to you, allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the People Pay Service.
- h. "Receiver" is a person or business entity that is sent a Payment Instruction through the Service.
- i. "Requestor" is a person that requests an individual to initiate a Payment Instruction through the People Pay Service.
- j. "Sender" is a person or business entity that sends a Payment Instruction through the Service.
- k. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

**2. Description Of Service.** The People Pay Service enables you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. Although the ACH Network is often used to execute People Pay Service Payment Instructions for the People Pay Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time.

**3. Service Providers.** We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" section at the bottom of this Agreement.

**4. Our Relationship With You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to Receivers to whom you send payments).

**5. Receipts and Transaction History.** You may view your People Pay transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts or periodic statements by mail.

6. **Your Privacy.** Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

7. **Privacy of Others.** If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

8. **Eligibility.** The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

9. **Prohibited Payments.** The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and

b. Payments that violate any law, statute, ordinance or regulation; and

c. Payments that violate the Acceptable Use terms in section 15 below; and

d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; and

e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and

f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing; (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or (6) provide credit repair or debt settlement services; and

g. Tax payments and court ordered payments. In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us by one of the methods provided in the contact section above of any violations of this section or the Agreement generally.

**10. Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by contacting us by one of the methods set forth in the contact us section above of any violations of this section or the Agreement generally.

#### **11. Payment Authorization and Payment Remittance.**

a. By providing us with names and telephone numbers, email addresses, and/or bank account information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Service. Once registered, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.

b. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that

were cancelled and returned to you because the processing of the Payment Instruction could not be completed.

c. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers and that we have no responsibility to investigate discrepancies between account names and account numbers.

d. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.

e. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
3. The payment is refused as described in Section 20 below;
4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.

f. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Service (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

**12. Initiation of Payment Instructions.** You may initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately, (b) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (c) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site.

Payment Instructions initiated to Receivers are processed in two ways. You can provide all the required information about the Receiver, including his/her Eligible Transaction Account, necessary to complete a transfer of funds. Alternatively, you can provide contact information about the Receiver (including an email address and/or mobile telephone number) and the People Pay Service may contact the Receiver and request that the Receiver (i) provide information so that we may validate the identity of the

Receiver and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with an institution that participates in or offers the People Pay Service, the Receiver may access the People Pay Service at his or her financial institution's website or mobile application to complete the Payment Instruction and receive the payment.

You understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account using the People Pay Service, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day after you initiated the Payment Instruction. If you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) , or receipt of a gift card, if applicable, may be delayed if the Receiver has not provided the People Pay Service with certain required information such as his or her Eligible Transaction Account information, or, in the case of a gift card, if applicable, a valid U.S. street address for gift cards that are physically delivered. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account or the delivery of a gift card, if applicable.

You acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or ten (10) business days. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement. Any cancellation of a Payment Instruction prior to the Receiver providing us with such information shall be subject to the provisions of section 20, below.

**13. Receiving Payments.** If another person wants to initiate a Payment Instruction (including in response to a People Pay Request, if applicable) using the People Pay Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a People Pay Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the People Pay Service.

You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may also receive People Pay Requests, each as applicable, from others through the Service.

You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

If applicable, if you as a Requestor initiate a People Pay Request using the Service you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the People Pay Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a People Pay Request may not receive, or otherwise may reject or ignore, your People Pay Request. We do not guarantee that you will receive any payments from individuals by initiating a People Pay Request.

**14. Payment Methods and Amounts.** There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Site to view your individual transaction limits. We also reserve the right to select the method in which to remit funds on your behalf, and the method to return funds to you in the event that your Eligible Transaction Account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic or paper check payment.

**15. Payment Cancellation, Stop Payment Requests and Refused Payments.** Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. The charge for each stop payment or fund recovery request will be the current charge for such stop payment or funds recovery service as set out in the applicable fee schedule or as disclosed through the Site. Payments not claimed by a Receiver will be automatically cancelled ten (10) days after the processing of the payment begins. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a Payment Instruction initiated or attempted through the Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

**16. Mobile Phone Users.** Your phone service provider is not the provider of the Service. Users of the Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile

device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

**17. Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

**18. Service Fees and Additional Charges.** You understand and agree that you are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the Regulation E (Electronic Funds Transfer Act) Disclosure. **YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT,** except for those fees that are specifically use-based, such as Request Money, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

**Failed Or Returned Payment Instructions.** In using the Service, you are requesting us to attempt to make payments for you from your Eligible Transaction Account. If we are unable to complete the Payment Instruction for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may not be completed.

**19. Refused Payments.** We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

**20. Returned Payments.** In using the Service, you understand that Receivers may reject Payment Instructions or otherwise return payments. We will use reasonable efforts to complete Payment Instructions initiated through the Service.

**21. Information Authorization.** Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Service as a Sender, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders

and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, audit reasons and as permitted by applicable law for everyday business purposes. In addition we and our Service Providers may use, store and disclose such information acquired in connection with the Services in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Services.

**22. Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this section 36 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

**23. Disputes.** In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

**24. Release.** You release us and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the Service.