

# **GBC INTERNATIONAL BANK**

## **ONLINE BANKING AGREEMENT & DISCLOSURE**

***BY ACCEPTING THIS AGREEMENT, YOU ARE AUTHORIZING US, THE BANK TO CARRY OUT ALL YOUR REQUEST ENTERED VIA GBC ONLINE BANKING.***

### **INTRODUCTION**

This Online Banking Agreement and Disclosure (Agreement) sets forth your and our rights and responsibilities concerning the use of our Online Banking Services (Services). The Services allow you to perform a number of banking functions through the use of a personal computer and the Internet. This Agreement establishes the terms and conditions for electronic access to the Online Banking System (System). When you use any of the Services described in this Agreement, you agree to the terms and conditions of this Agreement. Please read it carefully and keep a copy for your records.

For purposes of this Agreement, the words you, your, User, Customer and other similar terms refer: (i) to each person who applies for the Services and to anyone you authorize to use the Services via the System; or (ii) to the account holder named on the GBC International Bank Online Banking Application (Application) and anyone else authorized by that account holder to exercise control over account holders funds through the System. The words we, our, us, Financial Institution, GBC, Bank and other similar terms mean GBC International Bank. Account or accounts means your accounts at Bank. Electronic fund transfers means ATM withdrawals, preauthorized transactions, point of sale transactions and transfers to and from your accounts held at Bank (including bill payment) using the System.

You agree to use our Services for consumer transactions only. A consumer transaction means the use of our Services to electronically transfer funds to or from a consumer account. A consumer account is an account of yours that is established primarily for personal, family or household purposes. A non-consumer transaction means the use of the Services for any purpose that is not a consumer transaction (for example, to transfer funds to or from a business account or any account that is not a consumer account) and in addition includes (to the extent allowed by law): (i) any transfer of funds through Fedwire or similar wire transfer system; (ii) any transfer of funds the primary purpose of which is the purchase or sale of a security or commodity; and (iii) any other use of the Services if the use is not covered by the Electronic Fund Transfer Act and its implementing Regulation E.

All time references are local time of Bank.

### **OTHER AGREEMENTS**

Your use of the Services may also be affected by other agreements between us including, but not limited to, your signature card, our Deposit Account Agreement Terms and Conditions and Disclosures, Truth in Savings Disclosures, Privacy Policy and loan agreements you have with us. Your use of the Services does not change any other agreement you may already have with us. You should review those agreements for any applicable fees, for limitations on the number of transfers you can make, and for other restrictions which might impact the use of your account(s) with the Services.

## **USING ONLINE BANKING**

In order to use the Services, you must have at least one loan, money market, personal checking, or statement savings account with Bank. To access your account(s) via the Internet, you must have a computer, (running Windows 98 or higher, if your computer is a MAC, then it must be running OS-X or higher), World Wide Web access via a Secure Internet Service Provider and an Internet browser that supports 128-bit encryption. The Online Banking System is best viewed using Internet Explorer 5.0 or higher, or Netscape 6.2 or higher. In addition, you must have Java Script support enabled in order to view pages correctly. If you use a MAC, we recommend using a Java enabled Apples Safari 1.0 or higher, or Mozillas Firefox 1.0 or higher.. Your Internet Service Provider can help you obtain the correct version.

You are also required to designate a User/Personal ID and select a Password upon completion of the Online Banking Application. Your User/Personal ID must be a minimum of three (3) characters and a maximum of twelve (12) characters. Your Password is case sensitive, it must be a minimum of six (6) characters and a maximum of eight (8) characters, and contain at least one (1) alpha and one (1) numeric character.

Your User/Personal ID, which cannot be used without your Password, will provide you with access to all of the accounts you have with us now, whether individual or jointly held, as well as any new accounts you may open in the future.

You agree that we are entitled to act upon instructions received through the Services under your Password and without inquiring into the identity of the person using that Password. However, you agree that you will not, under any circumstances, disclose your Password by telephone or any other means to any person. You acknowledge that no person from Bank will ever ask for your Password and that Bank employees do not need and should not ask for your Password. You are liable for all transactions made by the authorized use of your Password and agree that, if you give your Password to anyone, you do so at your own risk since anyone with your Password will have access to your accounts. At any time, you may ask us to disable your Password.

For joint accounts, each person will have a separate User ID and Password. Each person on a joint account will be liable for all transactions that are made on that account. Each person on a joint account authorizes all transactions made by any other person on the account. Each person on a joint account agrees to be liable for the actions of the other person(s) on the account.

## **DESCRIPTION OF SERVICES (Services)**

You may use the Services to:

- View current balance information
- Review posted transactions for the current and prior statement period
- Transfer funds between deposit accounts at Bank on either a one-time or recurring basis
- Make on-us loan payments
- Request stop payments on checks written by you
- Re-order checks
- View and print images of paid checks
- Send Bank e-mail messages and questions
- Pay bills

Some of the Services may appear on your screen that have not been approved for you and, therefore, will not be available to you. Also, Bank may, from time to time, introduce new services. We shall update this Agreement to notify you of the existence of these new services. By using those services when they become available, you agree to be bound by the terms and conditions in this Agreement and any updates thereto.

## **HOURS OF ACCESS**

You can use the Services seven days a week, twenty-four hours a day, although some or all Services may not be available occasionally due to emergency or scheduled System maintenance. We will use reasonable efforts to post notice of any extended periods of non-availability on the System website.

## **LINKING YOUR ACCOUNTS**

You can access accounts at Bank held in your name and held jointly with others through the System. You must be an authorized signer on an account to check the account balance and be an authorized signer on all accounts to effect transfers. GBC reserves the right to limit the types of deposit and loan accounts that are available for the Services.

## **ACCOUNT ACCESS**

To use the Services, you must first enroll by returning to us a completed and signed Application. You may request to access any account where you are an authorized signer or owner. If you desire Services that allow you to initiate payments or transfers from the account, you will need the required withdrawal authority over the account to be able to complete the transaction. If the accounts added to the Services are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your User ID and Password are authorized unless we have been notified to cancel the Service.

The account balances shown on the System may not reflect your balance due to deposits that may be in progress, outstanding checks or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. The balance will show the most current as of date.

## **PROCESSING TRANSFERS BETWEEN ACCOUNTS; PROCESSING TRANSFERS FOR LOAN PAYMENTS AND LOAN DRAW REQUESTS**

You may use the Services to make the following types of funds transfers:

- Transfer funds between checking accounts

- Transfer funds between checking accounts and savings accounts

- Transfer funds between savings accounts

- Make draws from an equity line of credit and other lines of credit at Bank in order to transfer the amount drawn to a checking or savings account.

- Make payments from checking or savings accounts to loan accounts or overdraft protection demand deposit loan accounts.

## **LIMITATIONS ON TRANSFERS AND PAYMENTS**

When you request a transfer between accounts or make a loan payment, you authorize Bank to withdraw the necessary funds from your designated account. You agree that you will instruct Bank to make a withdrawal only when a sufficient balance is available in your account at the time of withdrawal. If you do not have a sufficient balance, including available credit under any overdraft protection plan, we may, in our sole discretion, either complete the transfer or payment - creating an overdraft - or refuse to complete the transfer or payment for security reasons or any other reasons. We will notify you promptly if we decide to refuse to pay a Payee Designated by you. This notification is not required, however, if you attempt to make a prohibited payment under this Agreement. In either case, we reserve the right to impose a non-sufficient funds (NSF) fee.

## **CANCELING TRANSFERS OR PAYMENTS**

In order to cancel future dated transfers between accounts or loan payments, you must log onto the Services and delete the transfer or loan payment request. Instructions for canceling future

dated transfers between accounts or loan payments can be found by going to the Payee tab under Bill Payment which is available with the Services. You may cancel a future dated transfer between deposit accounts or a loan payment, however Bank must receive your instructions to cancel the transfer or loan payment no later than the end of the business day before the date on which the transfer or loan payment is scheduled to be made.

### **MONEY MARKET AND SAVINGS DEPOSIT ACCOUNTS**

In addition to the limitations elsewhere described, there are frequency limits that apply when transferring funds from a savings or a money market account. Federal regulations limit the number of preauthorized electronic fund transfers and telephone transfers - including transfers you request using the Services - from money market deposit and savings accounts. You may make a maximum of 6 preauthorized, automatic or telephone transfers per monthly cycle on a savings or money market account. No more than 3 of the 6 may be made by check, draft or debit to third parties, including point of sale (POS) transactions. If you exceed these limits, we may close the account, impose a fee of \$10.00 for each transfer that exceeds these limits and/or change the account to a non-interest bearing demand deposit account. Each transfer or payment you request through the Services from your money market deposit or savings account is counted as one of the six (if made by electronic payment) or three limited transfers (if payment is by check) you are permitted each monthly cycle. However, payments to your loans at Bank are not counted toward this limit.

### **STOP PAYMENT ON A CHECK**

If you use the Services stop payment feature, the stop payment request must follow the procedures and specifications described in this Agreement. The stop payment request service is only available for checks that you have written off your checking account or money market account. The stop payment request service is not available for bill payment checks (checks that are drawn off your account in order to pay bill payment payees who do not accept electronic payment) and for checks drawn off of a line of credit, including but not limited to, home equity lines of credit. The stop payment cut-off time for us to receive a stop payment request is 12:00 noon on a business day and a stop payment request received after that time or on a non-business day will be processed on the next business day. You must provide Bank with complete and accurate information in a timely manner on: the account number; the date of the check; the check number; the EXACT amount of the check (dollars and cents); and the name of the payee. If any information is incomplete or incorrect, Bank will not be responsible for failing to stop payment on the check. Stop payment requests which cover a range of checks that are missing or stolen will be processed without regard to the dollar amount. You agree and acknowledge that Bank is not responsible for stop payment requests received regarding checks that have already cleared or been paid from your account. Stop payment orders are effective for only six months unless renewed by you prior to expiration of the original order. From time to time, services may be inoperable. If that occurs, your stop payment request can be communicated to Bank by calling any one of our branch office telephone number.

We currently impose a stop payment fee for each stop payment request on a check. This fee will be deducted from the account which the check or item was initiated or drawn on. Please see our current Statement of Fees & Charges applicable to the account on which the check was drawn on in order to determine the amount of the stop payment fee.

### **BILL PAYMENT SERVICE**

When you request to be enrolled in the Bill Payment Service, you must designate a checking account with us as your Bill Payment Account. Savings accounts of any type (e.g. Passbook Savings, Statement Savings, Money Market, etc.) may not be used. You are responsible for having sufficient available funds in your Bill Payment Account(s) to satisfy all your bill payments and all other amounts which are transferred from or debited from your account. The Bank has no

obligation to notify you if you do not have sufficient available funds to make your bill payments.

Within two (2) business days of your request for enrollment in our Bill Payment Service, we will send an Application Form to your address of record. You will sign and return the Application Form to us. Upon its receipt and verification of your signature, we will complete your enrollment in our Bill Payment Service.

*When you access the Service (or permit another person to use GBC's Online Banking Service on your behalf), you agree to the terms and conditions described in this Agreement. Your instructions, your authorization to us and to the agents we designated permit us to follow your oral or electronic instructions. These instructions will be treated as though you had written and signed them. However, no contracts may be created on behalf of GBC by means of email communications (a signed writing other than an email message is necessary to bind GBC to a contract).*

### **BILL PAYMENT TRANSACTIONS**

GBC International Bank uses nonaffiliated third parties acting on our behalf to process Bill Payment Services. Bill Payer third party processors are required to adhere to strict standards of security and privacy protection.

When you have entered and transmitted a payment instruction through our Bill Payment Services, you authorize us to reduce the balance in your checking account accordingly. All funds for Bill Payments will be deducted from your designated account via an Automated Clearing House (ACH) withdrawal.

You need to provide us with the name and address of the Payee (i.e. the company or person you want to pay), your account number (if applicable) with that Payee and any other information we require to properly debit your account with us and credit your payment with the Payee. *We may refuse to allow you to designate a particular Payee or class of Payees. These will include child support, alimony or other court-directed payments as well as Federal, State, and other municipal tax payments or payments to governmental agencies. International payments are also prohibited with the following exceptions: United States territories and military bases.*

You may use your Bill Payment Service to initiate three different types of payment transactions:

- o On demand payments are payments that are not recurring. Bill Payment requests must be received by 12:00 NOON Monday through Friday in order to be processed by the next business day. Payments designated as on demand transactions cannot be stopped, canceled or changed once your Bill Pay session has ended.

- o Future payments are payments that you initiate each payment by setting the payment amount and due date. The payment can be canceled or changed through Bill Pay; your request should be entered and transmitted through Bill Pay at least 1 full business day prior to the next date your payment is schedule to occur. If your request is not timely entered, we cannot guarantee the payment will be canceled or changed, and you will be responsible for the payment.

- o Recurring payments are payments that are recurring on a fixed due date and fixed amount. You have an option in the Bill Payment system to set automatic payments to continue indefinitely or set a maturity date. The payment can be canceled or changed through Bill Pay; you should submit your request at least 1 full business day prior to the next Designated Payment Date. If your request is not received at least one full business day, we cannot guarantee the payment will be canceled or changed, and you will be responsible for the payment.

You must provide a Payment Date for each payment, whether occurring or non-recurring (single). The Payment date is the date that you would like GBC to process your bill payment. It is not the date that payment will arrive at the Payee.

## **FUTURE OR RECURRING BILL PAYMENT**

If your payment is by check, you must be set up to pay at least 7 full business days prior to the actual due date. If your payment is made by electronic payment, you should enter and transmit your payment instructions at least 5 full business days before the due date.

*You are responsible for selecting payment dates that will result in your payments being received on time.* GBC International Bank has no responsibility or liability when a payment is late because of delays in delivery to or processing by the Payee. While your payments are sent on the Designated Payment Date, GBC has no control over and cannot expedite the processing of your payment once it arrives at the Payee. You are responsible for taking any necessary corrective action if a bill payment is rejected for any reason and for making sure that payments have not been rejected. You agree to notify us promptly if you receive notice from a Payee that any payment or transfer you made through GBCs Bill Payment Service has not been completed or remains unpaid.

WAIVER OF REQUIREMENT FOR TWO SIGNATURES. YOU RECOGNIZE THAT ANY REQUIREMENT OF VERIFYING TWO SIGNATURES ON CHECKS, IF SUCH A REQUIREMENT EXISTS, DOES NOT APPLY TO ELECTRONIC OR TELEPHONE TRANSFERS, AND YOU RELEASE BANK FROM LIABILITY WHEN MAKING SUCH TRANSFERS. THIS MEANS THAT ANY PERSON WHO IS AUTHORIZED TO ACT AS A SIGNER ON YOUR ACCOUNT SHALL BE AUTHORIZED BY YOU TO INDIVIDUALLY MAKE ELECTRONIC OR TELEPHONIC TRANSFERS, EVEN THOUGH THAT PERSONS AUTHORITY TO TRANSFER OR WITHDRAW FUNDS FROM YOUR ACCOUNT BY SOME OTHER MEANS (E.G. BY CHECK) MUST BE EXERCISED JOINTLY WITH 1 OR MORE OTHER PERSONS.

It is our responsibility to process all transfers and bill payments properly initiated through the Online Banking Service in accordance with this Agreement. We will use our best efforts to comply with your instructions promptly and properly. However, GBC International Bank incur no liability if we are unable to complete any requests, payments or transfers initiated by you because:

1. You have failed to provide the correct User ID or Password.
2. Through no fault of ours, you do not have sufficient funds available in your account.
3. A legal order directs us to prohibit withdrawals from your account(s).
4. Your account has been closed or a hold has been placed on your account.
5. You, or anyone you allow, commits any fraud or violates any law or regulations.
6. The equipment, phone lines, or computer systems were not working properly or were temporarily unavailable.
7. You have not properly followed the instructions for operating the software or equipment, or for initiating a transfer or bill payment.
8. You have not given complete, correct, and current instructions on how to make a transfer or bill payment.
9. You did not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due.
10. You have not provided the correct name, address, phone number, or account number for the payee.
11. A timely bill payment is made, but the payee nevertheless does not credit your payment promptly after receipt.
12. Circumstances beyond our control (e.g. fire, flood, power outage, equipment or technical failure or breakdown) prevent the transaction despite reasonable precautions that we have taken.
13. You default under any agreement with us, or if you terminate this Agreement.

There may be other exceptions not specifically stated in this Agreement with you.

## **CANCELING OR CHANGING BILL PAYMENT**

You may electronically cancel, change or reschedule any scheduled (future or recurring) payments.

If you wish to place a stop payment on a future or recurring bill payment transaction, not using the Bill Payment Service, GBC International Bank must receive your stop payment request at least three (3) business days before the Designated Payment Date. If you call, we may also require you to put your request in writing and deliver it to us within (14) days after you call. If we require you to put your request in writing, and you fail to provide this written confirmation to us within fourteen (14) days after your call, we may not honor your stop payment request for any Recurring payment, whose transmit date occurs after that fourteen (14) day period.

If your Bill Payment Account closes, all pending payments associated with that account will be cancelled.

### **BUSINESS DAYS**

For purposes of this Agreement, our business days are Monday through Friday. Holidays are not included.

### **FEES AND CHARGES**

There are no fees or charges for using GBC International Banks Online Banking. However, depending on how you use the Services, you may incur other fees and charges including, but not limited to, normal account fees and service charges, any Internet service provider fees, and telephone charges.

### **CONFIDENTIALITY**

We will disclose information to third parties about your account or the transfers you make:

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

In addition to the above, we may disclose information about you, your accounts or transfers as otherwise provided in our Privacy Notice.

### **ERROR RESOLUTION**

*In Case of Errors or Questions About Your Electronic Transfers:*

Telephone us at any of our branch office telephone number listed under GBC Online Main page, or write us at: *GBC International Bank, 1355 Stockton Street, San Francisco, CA. 94133*, or E-mail us at *our Online Banking Secure Message Contact tab (Indicate high for message urgency)*

as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

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

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

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

### **CONTACT IN EVENT OF UNAUTHORIZED TRANSFER**

If you believe your Password or User ID has been lost or stolen call:  
your branch office telephone number listed under GBC Online Banking Main page  
or write:

*GBC International Bank  
Attention: Online Banking Coordinator  
1355 Stockton Street  
San Francisco, CA. 94133*

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

### **DOCUMENTATION**

*Preauthorized payments.* If you have arranged to have direct deposit made to you account at least once every 60 days from the same person or company, you can call us at any of our branch offices to find out whether or not the deposit has been made.

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

### **PREAUTHORIZED PAYMENTS**

*Right to stop payment and the procedure for doing so.* If you have told us in advance to make regular preauthorized payments out of your account, you can stop any of these preauthorized payments. Heres how: Call us at any of our branch office or write us at GBC International Bank, Attn: Online Banking Coordinator, 1355 Stockton Street, San Francisco, CA. 94133 , in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you \$10.00 for each stop payment order you give.

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

*Liability for failure to stop payments of preauthorized transfers.* If you order us to stop one of



these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages proximately caused by us.

### **FINANCIAL INSTITUTIONS LIABILITY**

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

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If the transfer would go over the credit limit on your overdraft line.
3. If the System was not working properly and you knew about malfunction when you started the transfer.
4. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
5. There may be other exceptions stated in our agreement with you.

### **LIABILITY FOR UNAUTHORIZED USE**

Tell us AT ONCE if you believe your Password or User ID has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or theft of your Password or User ID, you can lose no more than \$50.00 if someone used your Password or User ID without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your Password or User ID, and we can prove we could have stopped someone from using your Password or User ID without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, including those made by Password, User ID or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

*You will have no liability (Zero Liability) for unauthorized transactions with your VISA Debit Card that are processed through VISA. Zero Liability will NOT apply to a transaction at an ATM that is not processed through VISA (such as a cash withdrawal from your Checking Account). You must provide a written statement regarding any claim of unauthorized VISA transactions. We will provide a provisional credit to your account within five (5) business days upon receipt of the written notification. If you tell us orally, we will require that you send us your complaint in writing within ten (10) business days. We will not credit your account until your written complaint is received.*

### **CURRENCY CONVERSION and INTERNATIONAL TRANSACTION FEES**

Purchases, cash advances and credits made in foreign currencies will be billed to your Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the VISA operating regulations for international transactions. Such regulations provide for either a 0.8% currency exchange fee for single currency international transactions (transactions made internationally without a currency conversion) or 1% currency exchange fee for multi-currency international transactions (transactions made internationally that require a currency conversion), which is added to the amount of the purchase, cash advance, or credit and retained by VISA. The exchange

rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government mandated rate in effect for the applicable central processing date. The conversion rate may be different than the rate on the day of the transaction or date of the posting of the Account.

## **LIMITATION ON LIABILITY**

Neither Bank or its affiliates, or any party involved in the creating, producing, or delivering of the System and the Services is liable for any direct or indirect, incidental, consequential, punitive or other damages of any kind after accessing the System and the Services. Bank or the service providers will not be responsible for any direct or indirect, special, consequential, economic or other damages arising in any way due to the installation, use, or maintenance of the equipment, software, the online access service, or Internet browser or access software. Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage all of our customers to scan their computer with a reliable virus protection product to detect and remove any viruses.

## **MISCELLANEOUS**

### *Severability*

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.

### *Headings*

The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions.

### *Waiver*

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.

### *Assignment*

You may not assign this Agreement. Bank may assign this Agreement either in part or in whole at any time and with or without notice to you. This Agreement is binding upon your heirs and Banks successors and assigns.

### *Entire Agreement*

This Agreement, together with the Application the other applicable agreements deemed necessary by Bank, from time to time, to provide the Services pursuant to this Agreement, constitutes the entire agreement between you and Bank with respect to the subject matter in this Agreement and there are no understandings or agreements relative to this Agreement which are not fully expressed in this Agreement.

### *Enforcement*

In the event either part brings a legal action to enforce this Agreement or collect amounts owing as a result of any account transaction, the prevailing party shall be entitled to reasonable attorneys fees and costs, including fees on any appeal, subject to any limits under applicable law.

### *Change in Terms*

Bank may, from time to time and at any time, amend, modify, add or delete (collectively and individually a change) the terms of this Agreement with or without notice to you unless prohibited by applicable law. A change may include a change to existing terms, a change in terms, a change that involves a new term or a change that involves conditions not otherwise contemplated by you or Bank at the time this Agreement is entered. If advance notice of the change is not required, and

disclosure does not jeopardize the security of an account or our System, you agree that we may notify you of the change in terms by U.S. mail or by posting a notice on our website. Further, you agree that your continued use of the Services, constitutes your agreement to the change. If you wish to decline to be bound by the change, you must terminate the account or discontinue the Service to which the change relates; otherwise you will be deemed to have accepted and agreed to the change.

#### ***Termination***

We reserve the right to terminate this Agreement or limit your use of the System or one or more of the Services at any time and for any reason, as determined by us in our sole discretion. We also reserve the right to terminate this Agreement at any time, with or without cause and without prior notice. Examples of when we may terminate this Agreement and the use of the Services without prior notice include, but are not limited to:

- if you, or any authorized user of your User ID and/or Password, breach this or any other agreement we may have with you;
- if we have reason to believe that there has been or may be an unauthorized use of your User ID, Password or account(s);
- if there is conflicting claims as to the funds in any of your account(s); or
- if you request us to do so.

You may terminate your use of the System at any time by sending your instructions to terminate use of the Services and the System by: (i) sending us the request through the Online Banking Secure Message Contact tab; (ii) by calling your branch office telephone number between 9:00 a.m. to 5 p.m., Monday through Friday; or (iii) by writing us at GBC International Bank, Attn: Online Banking Coordinator, 1355 Stockton Street, San Francisco, CA. 94133. Your access to the System will be suspended within one business day of our receipt of your instructions to terminate the Services or System. Termination will not affect your liability or obligations under this Agreement for transactions that have been processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to your use of the System and does not terminate your other relationships with us.

#### ***Notices***

All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which the Services are offered. We will mail notice to you at least twenty one (21) days before the effective date of any change, provided that is required by law. As a requirement of being an Online Banking customer, you agree that we may send any such notice to you either via the secure message system, upon log-on, e-mail, or regular mail, unless otherwise required by law. Use of the Services is subject to existing regulations governing your account(s) and any further changes to those regulations.

#### ***Governing Law***

This Agreement is governed by the laws of the state of California, without regard to its conflicts of laws provisions, and by applicable federal laws (except to the extent this Agreement can and does vary such rules or laws).