

# Electronic Services User Agreement

Please read carefully the Agreement below, this Agreement includes Your rights and obligations as a user of our online banking service. It also describes the rights and obligations of the United Pacific Bank. By pressing the "I Agree" button below, You agree to comply with the terms and conditions of this Agreement. You also acknowledge by using the online banking service that You have downloaded, printed, or otherwise received a copy of the terms and conditions and that you understand them.

**Note: After you have read this Agreement, and agree to its terms and conditions, you must scroll down and click the "I Agree" button at the bottom of this agreement to continue.**

## **1. DEFINITIONS**

In this agreement, the words "Online Banking Service" is the internet-based service providing access to Your account(s). "Services" are the services available to You through the Online Banking Service. "Online Account" means any United Pacific Bank account from which You will be conducting transactions using the Online Banking Service. "Password" is the code sent to You by United Pacific Bank for use during the initial sign-on, or the codes You select after the initial sign-on, that establishes Your connection to the Service. "Time of day" references are to Pacific Standard Time. "We", "Us", "Our", and "United Pacific Bank" means the financial institution. "You" and "Your" mean the account holder(s) and anyone else with the authority to exercise control over the funds in the account.

## **2. ACCESS TO ONLINE BANKING**

United Pacific Bank will provide online instructions describing how to use the Online Banking Service. You will gain access to Your Online Accounts through the use of Your internet-enabled device, Your Internet Service Provider, Your User Code, and Your Password.

## **3. INTERNET ACCESS**

You certify that you have access to the Internet. Neither United Pacific Bank nor any Provider will be liable for any costs you incur for maintaining Internet access.

## **4. SERVICE HOURS/BUSINESS DAYS**

The Services are available 24 hours a day, 7 days a week, except during special maintenance periods. We will attempt to limit downtime to those hours of operation least impacted by customer usage, when such options are available. For purposes of transactions, United Pacific Bank's business days are Monday through Friday, excluding holidays.

## **5. USE OF YOUR PASSWORD**

You will be required to change Your password from the initial password to a new unique password, only known by you, at the time You first use the Online Banking Service. The password must meet the standards we established. These standards will be available to you whenever you create or change password. You may change Your password at anytime. We are entitled to act on any instructions under Your password. For security reasons, You agree not to allow anyone to gain access to the Online Banking Service or to let anyone know Your Password used with the Services. We recommend that You not write Your Password down so that no other person can gain access to it. You agree to assume responsibility for all transactions up to the limits allowed by applicable law.

## **6. COMPUTER EQUIPMENT**

Neither United Pacific Bank nor Other Information Providers are responsible for any computer virus or related problems which may be attributable to services provided by any Access Service Provider.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for performing Online Banking. United Pacific Bank will not be responsible for any errors or failures from the malfunction or failure of Your hardware or software.

We reserve the right to change Our system requirements from time to time.

WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU.

## **7. ONLINE BANKING SERVICES**

You can perform the following Services through the Online Banking:

- **Obtaining Account Balance and Transaction History.** You can obtain balance and transaction history on Your Online Accounts. Account balance and transaction history reflects history through the close of the previous business day. Balance may include funds provisionally credited to Your account and thus not subject to immediate withdrawal.
- **Transferring Funds among United Pacific Bank's Accounts.** Transfer funds among Your linked checking accounts, savings accounts, and money market accounts from accounts with the same signers and same vesting only. If United Pacific Bank becomes aware of account transfers with different signers or vesting, we will restrict the transaction and remove the account from online viewing. The cutoff time for transferring funds among United Pacific Bank's accounts is 5:00 p.m. on business days. All requests received after the applicable cutoff time or on any non-business day will be processed on the next business day.
- **Bill Payment Service.** You may make one-time or recurring payments online from your checking account(s) to companies or individuals. Any payment scheduled after 7:00 p.m. or on any non-business day will be processed on the next business day. Any overnight check scheduled after 1:00 p.m. or on any non-business day will be processed on the next business day.
- **Limitations.** The following limitations apply:
  - **Savings Account** - Transfers from a Savings account to another account or to third parties by pre-authorized, automatic, or telephone transfer – including online banking transaction are limited to six (6) transactions per month. We charge a fee for each transaction in excess of this limit.
  - **Money Market Account** - Transfers from a Money Market account to another account or to third parties by pre-authorized, automatic, or telephone transfer - including online banking transaction, or by check, draft, debit card (if applicable) or similar order are limited to six (6) transactions per monthly statement cycle. We charge a fee for each transaction in excess of this limit.
- **Downloading.** Download transactions to Quicken, Money or Microsoft Excel software program.
- **Other Terms and Conditions**
  - **Monthly Service Charge** – There is no monthly service charges for accessing your linked accounts, with the Online Banking Service.
  - **Other Charges** – Transfers made through Online Banking Services from a savings or money market account; and Bill Payment made from a money market checking account may result in an excessive transaction fee. See your savings or money market account disclosure for details.

- **New Services.** New services may be introduced for Online Banking from time to time. United Pacific Bank will notify You of the existence of these new services. By using these services when they become available, You agree to be bound by the rules that will be made available to You concerning these services.

## **8. ELECTRONIC COMMUNICATIONS**

To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices or other communications regarding the Website or any Financial Service or any Provider (collectively referred to as "Communications"), may be provided to you electronically and you agree to receive Communications in an electronic form. Electronic Communications may be posted on the pages within the Website. You agree that you have the capacity to print, and that you will print, a paper copy of any electronic Communication and retain it for your records. All Communications in either electronic or paper format will be considered to be "in writing," and to have been received no later than five (5) business days after posting or dissemination, whether or not you have received or retrieved the Communication. United Pacific Bank and the Providers reserve the right to provide Communications in paper format. Your consent to receive Communications electronically is valid until you revoke your consent by notifying United Pacific Bank on behalf of itself and the Providers may terminate your right to use the Website or obtain Financial Services (including redeeming any deposit accounts), and you accept sole liability for any early withdrawal penalty, tax or other consequence resulting from any involuntary termination of a Financial Service, to the extent permitted by law.

## **9. UNAUTHORIZED TRANSFERS**

Tell Us immediately if You believe Your Password has been lost or stolen, or if the Password has been discovered by another person. Telephoning is the best way of keeping Your potential losses down. You could lose all funds in Your account, plus any overdraft credit available to You. If You inform Us within two business days, Your losses will be limited to no more than \$50 if someone used Your password without Your permission. If You do NOT tell Us within two business days after You learn of the loss or theft of Your password, and We can prove that We could have stopped someone from using the password without Your permission if You had told us, You could lose as much as \$500. Also, if Your statement shows transactions that You did not make, tell Us at once. If You do not tell Us within 60 days after the statement was mailed to you, You may not get back any funds You lost after the 60 days if We can prove that We could have stopped someone from taking the money if You informed Us in time. If a good reason (such as a long trip or a hospital stay) kept You from telling us, We may extend the time periods.

If You are a business, the limitations of liability for unauthorized transactions do not apply to You, such that You may be liable for all unauthorized transfers through the Online Banking Service (see, Section, Provisions Applicable to Businesses, below)

If You believe that Your Password has been lost or stolen or if Your Password has been discovered by another person, or that someone has transferred or may transfer money from Your account without Your permission, You should immediately call and/or write us, at the telephone number and/or address stated in Section, Error Resolution Notice, below.

If You give someone Your United Pacific Bank Online Banking Password, You are authorizing that person to use the service, and You are responsible for all transactions the person performs using the service. All transactions that person performs, even those transactions You did not intend or want performed, are authorized transactions. If You notify Us that the person is no longer authorized, then transactions that person performs after the time You notify Us are considered unauthorized. Transactions that You or someone acting with You initiates with fraudulent intent are also authorized transactions. For Your protection, sign off after every Online Banking session and close Your browser to ensure confidentiality.

## **10. STATEMENTS**

You will continue to receive Your regular account statements on monthly basis or quarterly basis. You must examine Your statement with "reasonable promptness". If Your statement shows transfers that You did not make, You must promptly notify Us of the relevant facts. As between You and us, if You fail to do either of these duties, You will have to either share the loss with us, or bear the loss entirely Yourself.

You agree that the time You have to examine Your statement and report to Us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if You fail to report any unauthorized transactions or any other errors in Your account within 60 days of when We first send or make the statement available, You cannot assert a claim against Us on any items in that statement, and as between You and Us the loss will be entirely Yours. This 60-day limitation is without regard to whether We used ordinary care.

## **11. ERROR RESOLUTION NOTICE**

In case of errors or questions regarding an Online Banking transaction, call United Pacific Bank at 626-965-6230 or write Us at:

United Pacific Bank  
Attention: Operations Department  
1630 S. Azusa Avenue  
City of Industry, CA 91748

We must hear from You no later than 60 days after We send You the first statement on which the problem or error appeared. We will require:

- Your name and account number.
- A description of the error or the transfer in question, and an explanation concerning why You believe it is an error or why You need more information.
- The dollar amount of the suspected error.
- The date on which it occurred.

If the report is made orally, We may require that You send the complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days and will correct any error promptly after We hear from you. If more time is needed, however, We may take up to 45 days to investigate a complaint or question. If this occurs, We will provisionally credit Your account within 10 business days for the amount You think is in error. This will allow You to use the money during the time it takes Us to complete Our investigation. If Your complaint or question is requested in writing but not received in writing within 10 business days, We may not credit Your account until the investigation is completed. (Note: Our obligation to act within the 10 and 45 day periods mentioned above is extended to 20 business and 90 calendar days, respectively, if the notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your account was made.).

If We determine that no error occurred, We will send You a written explanation within 3 business days after We finish the investigation, and debit the provisional credit in accordance with law. You may request copies of the documents that were used in the investigation.

## **12. PROVISIONS APPLICABLE TO BUSINESSES**

You agree that We may send notices and other communications including Password confirmations, to the current address shown in Our records, whether or not that address includes a designation for delivery to the attention of any

particular individual. You further agree that United Pacific Bank will not be responsible or liable to You in any way if information is intercepted by an unauthorized person, either in transit or at Your place of business. You agree to:

- Keep Your Password secure and strictly confidential, providing it only to authorized signers on Your account(s).
- Instruct each person to whom You give Your Password that he or she is not to disclose it to any unauthorized person.
- Immediately notify Us and select a new Password if You believe Your Password may have become known to an unauthorized person.

The limitations of liability for unauthorized transfers and the error resolution procedures set forth, above, do not apply to businesses or trust accounts.

THE BANK WILL HAVE NO LIABILITY TO You FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING Your PASSWORD THAT OCCURS BEFORE You HAVE NOTIFIED Us OF POSSIBLE UNAUTHORIZED USE AND We HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE, AND You AGREE TO INDEMNIFY Us IN THE EVENT OF ANY THIRD PARTY CLAIMS ARISING OUT OF ANY UNAUTHORIZED TRANSACTIONS INVOLVING THE USE OF THE PASSWORD. We may suspend or cancel Your Password even without receiving such notice from you, if We suspect Your Password is being used in an unauthorized or fraudulent manner.

If We fail or delay in making a payment or transfer pursuant to Your instructions, or if We make a payment or transfer in an erroneous amount which is less than the amount per Your instructions, unless otherwise required by law, Our liability shall be limited to interest on the amount which We failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or You canceled the instructions. We may pay such interest either to You or the intended recipient of the payment or transfer, but in no event will We be liable to both parties, and Our payment to either party will fully discharge any obligation to the other. If We make a payment or transfer in an erroneous amount which exceeds the amount per Your instructions, or if We permit an unauthorized payment or transfer after We have had a reasonable time to act on a notice from You of possible unauthorized use as described above, unless otherwise required by law, Our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest. If We become liable to You for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered for each day interest is due, computed on the basis of a 360-day year. UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL THE BANK BE LIABLE TO You FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, EVEN IF We ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

### **13. OFFICE OF FOREIGN ASSETS CONTROL**

Under the Bank Secrecy Act, the Bank is prohibited from transacting business with persons or entities listed as "blocked" by the Office of Foreign Assets Control (OFAC). The official listing is published in the United States Department of the Treasury's website and updated from time to time. You agree not to transact business with persons or entities blocked by OFAC.

### **14. LIMIT OF UNITED PACIFIC BANK AND OTHER PROVIDER'S RESPONSIBILITY**

United Pacific Bank agrees to make reasonable efforts to ensure full performance of Online Banking. United Pacific Bank will be responsible for acting only on those instructions sent through Online Banking which are actually received, and cannot assume responsibility for malfunctions in communication facilities not under Our control which may affect the accuracy or timeliness of messages You send. United Pacific Bank is not responsible for any

losses incurred should You give incorrect instructions, or if Your payment instructions are not given sufficiently in advance to allow for timely payment or delays in mail service.

Any information You receive from United Pacific Bank or Other Information Providers is believed to be reliable. However, it can only be provided on a best-efforts basis for Your convenience and is not guaranteed. United Pacific Bank is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information, or for any investment or other decision made using this information.

Except as otherwise provided in the United Pacific Bank's Responsibility section below, neither United Pacific Bank, any Other Information Provider, nor any Other Software Supplier is responsible for any direct, indirect, special, incidental, or consequential damages arising in any way out of the use of Online Banking.

## **15. UNITED PACIFIC BANK'S RESPONSIBILITY**

Except as provided by other Agreement with You or applicable law, United Pacific Bank will be responsible for Your actual losses if they were directly caused by Our failure to:

- Complete an Electronic Funds Transfer as properly requested.
- Cancel an Electronic Funds Transfer as properly requested.

However, We will not be responsible for Your losses if:

- Through no fault of United Pacific Bank, You do not have enough money in Your account to make the transfer.
- Through no fault of United Pacific Bank, the transaction would have caused You to exceed Your available credit.
- Circumstances beyond Our control (e.g., fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that We have taken.
- There is a hold on Your account, or if access to Your account is blocked in accordance with banking policy.
- Your funds are subject to legal process or other encumbrance restricting the transfer.
- Your transfer authorization terminates by operation of law.
- You believe someone has accessed Your accounts without Your permission and You fail to notify Us immediately.
- You have not properly followed the scheduling instructions on how to make a transfer included in this Agreement.
- We have received incomplete or inaccurate information from You or a third party involving the account or transfer.
- We have a reasonable basis for believing that unauthorized use of Your Password or account has occurred or may be occurring, or if You default under this Agreement, the Deposit Account Agreement, a credit agreement, or any other agreement with us, or if We or You terminate this Agreement.

If any of the circumstances listed above shall occur, We shall assist You with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed, upon your request

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

**In no event shall We be liable for damages in excess of Your actual loss due to Our failure to complete a transfer, and We will not be liable for any incidental or consequential damages.**

## **16. OTHER AGREEMENTS**

In addition to this Agreement, You and United Pacific Bank agree to be bound by and comply with the requirements of the agreements applicable to each of Your Online Accounts. Your use of the Online Banking service is Your acknowledgment that You have received these agreements and intend to be bound by them. (You should review other disclosures received by You when You open Your accounts at United Pacific Bank, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule).

## **17. MODIFICATIONS TO THIS AGREEMENT**

United Pacific Bank may modify the terms and conditions applicable to either Service from time to time. Generally, We will notify You in advance via mail or on Our website. If a change is favorable to You, We may not provide advance notice prior to making the change. Your continued use of the Service will indicate Your acceptance of the revised Agreement. We reserve the right to terminate this Agreement and Your use of the Services in whole or in part at any time without prior notice.

## **18. PRIVACY**

You agree that you have had an opportunity to review, download or print, and you agree to United Pacific Bank's Privacy Policy relating to the United Pacific Bank Online Banking Service, The Financial Services and the Providers.

## **19. CHANGE IN TERMS**

United Pacific Bank may change, add, delete, or amend the terms of this Agreement and its Online Banking Service at any time by sending You a notice.

## **20. INACTIVITY / TERMINATION**

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts which You access using electronic banking services. We can terminate Your Online Banking privilege under this Agreement without notice to You if You do not pay any fee required by this Agreement when due, if You do not comply with the Agreements governing Your deposit or loan accounts, Your accounts are not maintained in good standing, We have reason to believe that there has been an unauthorized use of the Service or Password, or there are conflicting claims to the funds in Your account.

We reserve the right to terminate Your use of Online Banking Service for any reason, with or without cause, without affecting Your outstanding obligations under this Agreement, in which case United Pacific Bank will promptly notify you.

We may convert Your account to inactive status if Your deposit account is inactive. If Your account is considered inactive, You must contact Us to have the Service activated before You will be able to schedule any transaction through the Service.

If You desire to cancel or terminate the Online Banking Service, You must notify United Pacific Bank and provide Your name, that You are discontinuing Online Banking Service, and the effective date to stop the service. You may notify United Pacific Bank by one of the following methods:

- By calling (626) 965-6230; 9:00 a.m. to 5:00 p.m. Monday to Thursday; and 10:00 a.m. to 6:00 p.m. on Friday.

- By writing a letter and either sending it to the following address or giving it to a Banking Officer at any location:

United Pacific Bank  
Attention: Operations Department  
1630 S. Azusa Avenue  
City of Industry, CA 91748

## **21. NOTICES**

United Pacific Bank may send notices and transaction information to You at Your account address that You provide Us in connection with this Service.

## **22. APPLICABLE LAW**

This Agreement will be governed by the laws of the State of California and federal law.

# **Agreement to Receive Electronic Statements**

This disclosure regarding electronic statements for United Pacific Bank applies to each account you have with United Pacific Bank where e-statements are available.

The words “we,” “us,” and “our” means United Pacific Bank and the words “you” and “your” means you, the individual(s) who is identified as the owner or authorized signer on the Account(s). As used in this disclosure, “communication” means any periodic statement, authorization, agreement, disclosure, notice, or other information related to your Account, including but not limited to information that we are required by law to provide to you in writing.

### **Scope of Communications**

When you request us to setup e-statements with respect to your account(s), you agree that we will provide you with any communications relating to that account in electronic format. If you request to receive your statement by electronic delivery, **you understand and agree that you will no longer receive a paper statement or the documents (i.e. checks or check images) enclosed with the paper statement.** Your consent to receive electronic communications and transactions includes, but is not limited to:

- Initial disclosures or agreements for your Account(s) of associated payment features.
- Periodic disclosures or monthly billing statements for your Account(s).
- Notices or disclosures about a change in the terms of your Account(s) or associated payment feature.
- Privacy policies and notices

### **Method of Providing Communications**

All communications we provide to you in electronic form will be provided either (1) via e-mail at the e-mail address you specify on this disclosure, (2) by access to a web site that we will designate in an e-mail notice we send you notifying you when your statement becomes available to access, or (3) to the extent permissible by law, by access to



a web site that will generally be designated in advance for such purpose. **You will no longer receive a paper statement delivered by mail.** You should print or download for your records a copy of your United Pacific Bank e-statement and any changes to that authorization. You do have the ability to request a paper copy of an electronic communication by contacting us by telephone at (626) 965-6230. We may charge you a reasonable service charge for the delivery of paper copies of any communication provided to you electronically pursuant to this authorization.

### **Withdrawing Consent**

You may withdraw your consent to receive communications in electronic form for any of your accounts by contacting us at (626) 965-6230 or you can write to us at: United Pacific Bank, Operations Department, 1630 S. Azusa Avenue, City of Industry, CA 91748. We may treat your provision of an invalid email address or the subsequent malfunction of a previously valid address as a withdrawal of your consent to receive electronic communications. Any withdrawal of your consent to receive electronic communications will be effective only after we have a reasonable period of time to process your withdrawal. Charges may apply to receive paper statements.

### **Updating Information**

It is your responsibility to provide us with accurate and complete information regarding e-mail address, contact, and other information related to this disclosure and your account(s), and to maintain and update promptly any changes in this information. You can update such information on our website by contacting us at (626) 965-6230.

### **Termination or Changes of E-Statement Information**

We reserve the right, in our sole discretion, to discontinue the provision of your electronic communications, or to terminate or change the terms and conditions on which we provide electronic communications. We will provide you with notice of any such termination or change as required by law.

### **Errors, Irregularities, or Unauthorized Access**

You must promptly review your electronic statement and any accompanying items. Notify us immediately by contacting us at (626) 965-6230 of any suspected error, alteration, or other irregularity (1) with your electronic statement; or (2) with your account, including unauthorized access. Telephone is the best way, but you may also need to notify us in writing to preserve your right. Within sixty (60) calendar days of the electronic statement in which the suspected errors, alterations, or other irregularity appears, you must notify United Pacific Bank. The time begins on the electronic statement email notification date, regardless of when you access and/or review your electronic statement.

### **Software and Hardware Required**

In order to access, view, and retain electronic communications that we make available to you, you must have:

- Internet Explorer 7.0 or 8.0 Higher, Firefox 2.0 or higher, Google Chrome, Opera 8.0 or higher
- Adobe (R) Acrobat (R) Reader (R) 8.0 or Higher
- An e-mail account with an internet service provider and e-mail software in order to participate in our electronic communications programs;

### **Federal Law**

You acknowledge and agree that your consent to electronic communications is being provided in connection with a transaction affecting interstate commerce that is subject to the Federal Electronic Signatures in Global and National Commerce Act, and that you and United Pacific Bank both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

By clicking "I Agree", you consent to the electronic delivery of your periodic statement and all notices (including any change in terms) which are included with the paper statements and acknowledge that you have the necessary software to view and save PDF Files.

**By using the Online Banking Service, You acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions, which are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which We implement in compliance with these procedures, unless You have given Us prior notice of possible unauthorized use as described above (and We had a reasonable opportunity to act on such notice).**