

Business Online Banking Access Agreement (Effective July 17, 2023)

1. Introduction. This Agreement sets forth the terms and conditions of Bank of Hope's Business Online Banking and/or Mobile Banking service (the "Service"). In this Agreement, "you" refers to each owner and signer on the accounts that may be accessed through the Service. The terms "we," "us" and "Bank" refer to Bank of Hope. This Agreement incorporates, supplements, and supersedes where inconsistent, the terms of your Deposit Account Agreement with us. Your use of the Service will be deemed further evidence of your agreement to these terms.

2. Equipment. You agree to install and maintain appropriate virus protection on any equipment you use in connection with the Service. Except as otherwise required by law, you assume sole responsibility for any and all loss, damage or injury arising with respect to any failure of your equipment, software not provided by us, the unavailability of telephone lines or internet access, or computer viruses, spyware, malware, or worms affecting your equipment or software.

We reserve the right to change our system requirements from time to time. Note: Some browser software may store user names and security codes to facilitate the future use of a web site. For security reasons, you agree to disable this feature in your browser. If you are unable to connect to the Service for any reason, please contact us at 1-800-788-4580.

3. Password and Security. You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, immediately call (the phone number and address are shown on your statement). You can also call us at 1-800-788-4580 during customer service hours (1-877-656-1875 for bill payments) or write to us at Bank of Hope, 3200 Wilshire Blvd., Suite 1400, Los Angeles, CA 90010. For security reasons, we may disable your Password if it is entered incorrectly several times. We may act on any Service instruction that is accompanied by your password.

4. Your Accounts. To use the bill payment Service, you must have an eligible checking account with us. At our discretion, we may refuse to allow certain accounts to be linked to any Service.

5. Online Banking Service. With this Service, you can check your account balances, review transactions histories, stop payment on checks, view statements, download account information to financial management software (e.g., Quicken® and QuickBooks®), and transfer funds between your designated accounts with us. You can use the Service to obtain account balance and transaction information anytime of the day, seven days a week, except when the system is unavailable for maintenance or other reasons. Please note that the information provided may not include recent transactions and may include funds that are not subject to immediate withdrawal.

6. Transfers. You may make transfers between your eligible accounts with us. Transfers cannot be made from time deposit accounts.

Transfer requests which are received by us on or before the "cutoff hour" of 5:00 p.m. (Pacific Time) on business days will be posted that day. Transfer requests received after the cutoff hour or on a weekend or holiday may be deemed received as of the next business day. Unless we agree to an exception, transfers may only be made between accounts held in the same ownership.

7. Stop Payment Requests. You can use the Service to place a stop payment order (or cancel a stop payment order) on a paper check that you have written against your account. Your stop payment order must include the account number, check number, EXACT amount (dollars and cents), and the name of the payee. We will not be liable for paying a check over a stop payment order if the order is incomplete or incorrect. Stop payment orders received on a weekend, holiday, or after 5:00 p.m. (Pacific Time) on a business day may be deemed received by us as of the next business day. We must receive stop payment orders at a time and in a manner which affords us a reasonable opportunity to act upon them. Please see your Deposit Account Agreement for the terms related to stop payment orders. Stop payment orders are effective for six months.

If our on-line system is not available for any reason, you can contact us during our regular business hours at 1-800-788-4580 for assistance.

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

You will find more information in the Bill Payment Agreement once you enroll for the Service.

9. Mobile Banking Service. You can use a cellular phone ("Mobile Device") to check your account balances, review transactions histories, transfer funds between your designated accounts with us, deposit checks, and initiate bill payments. You can access account information through this Service, 24 hours a day, 7 days a week. The information may not reflect recent or pending transactions. There may be times when all or part of this Service is temporarily unavailable due to system outages, maintenance, or technical difficulties, including those of the Internet service provider, cellular service provider, and software provider. We may suspend this Service immediately if we believe the security of the Service has been compromised or we question the legality of any transaction. We assume no responsibility for any damages of delay that may result from such unavailability.

10. Mobile App; Additional Terms. Prior to using the mobile application, you will be prompted to agree to certain terms required by our vendor. Those terms will be part of your agreement for the Service.

11. Alerts Terms and Conditions.

Alerts. Your enrollment to the Service includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Bank of Hope account(s). Account Alerts and Additional Alerts (if applicable) must be managed and/or added online through the Service. We may add new alerts from time to time or cancel old alerts. We usually notify you when we cancel alerts but are not obligated to do so. Bank of Hope reserves the right to terminate its alerts service at any time without prior notice to you.

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Methods of Delivery. We may provide Alerts through one or more channels ("endpoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Bank of Hope Online Banking message inbox. You agree to receive Alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us regarding your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop alerts via text message, text "STOP" to 99588 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Bank of Hope Online Banking. For help with SMS text alerts, text "HELP" to 99588. In case of questions please contact customer service at 1-800-788-4580. Our participating carriers include (but are not limited to) AT&T, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. Bank of Hope provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Bank of Hope's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Bank of Hope, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

12. No Warranties. THE SERVICE IS MADE AVAILABLE ON AN "AS-IS" AND "AS AVAILABLE" BASIS. NEITHER WE NOR OUR VENDORS PROVIDE ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THIS SERVICE. ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW. NEITHER WE NOR OUR VENDORS ASSUME ANY LIABILITY FOR THE UNAVAILABILITY OF THE SERVICE.

Note: We may make arrangements with a third party to assume responsibility for certain late payment related charges that you incur (up to \$50 per scheduled payment) if you provide us with payment instructions in a timely fashion in accordance with this Agreement and our Service instructions, but your payment is not received by the payment due date. To benefit from this third-party guarantee, you must: schedule the Payment Send Date at least five business days prior to the payment due date (excluding any applicable grace period); maintain sufficient available funds in your account to cover the payment; and provide us with written verifiable evidence that you have incurred the charges (e.g., a copy of an account statement or letter showing the late charge). The late payment charge or its method of calculation must be in writing and effective prior to the Payment Send Date. This provision does not apply to: charges incurred before you started using the Service to make payments to the payee; non-business payees; payments for alimony, child support, taxes, or other governmental fees or court-directed payments; or payments that were overdue or otherwise subject to late payment charges on the Payment Send Date. This provision does not limit any obligation or any liability we may have to you, as described elsewhere in this Agreement.

13. Hours of Operation. You can access account information through the Service 7 days a week, 24 hours a day. There may be times, however, when all or part of the Service is unavailable due to system outages or maintenance. We assume no responsibility for any damage or delay that may result from such unavailability.

14. Privacy. We may release information about you, your accounts, and the transactions you perform to companies that perform services for us (such as check printers and data processing firms) to our affiliates, and as permitted by law. We may disclose information, for example: where it is necessary or helpful for completing a transaction; to report the existence, history, and condition of your account to credit reporting agencies; and to comply with government agency and court orders. Please see our Privacy Policy on bankofhope.com for information about how we gather, use and secure nonpublic personal information about you.

15. Electronic Mail. If you send us electronic mail ("e-mail"), we may not receive or review it immediately. We will have a reasonable time to act upon any e-mail request or notice and reserve the right to reject any transaction or request received by e-mail. You acknowledge that, even though e-mail may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third-party networks or persons with access to the Internet. We and our service providers assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system. Please do not include any sensitive information about yourself or your accounts in e-mail that is not encrypted and sent through a secure e-mail system.

16. Discrepancies. We assume no responsibility for the accuracy or timeliness of information provided by, or retrieved from, other institutions or other parties to your transactions. You agree to provide us with prior written notice of any changes in your designated accounts with payees and other institutions that would affect our right or ability to process Service transfers or payments.

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

17. Business Days. Our business days are Monday through Friday, excluding holidays.

18. Documentation. Information on transfers to or from your accounts will be reflected on your periodic statements and may be available to you on-line.

Business Online Banking Access Agreement (Effective July 17, 2023)

19. Service Fees. There are no fees for accessing information about your accounts. We may impose a charge for transactions drawn against non-sufficient funds and for each transfer or payment from a Savings or Money Market Account that exceeds the transaction limitation we set for your account each statement period. See our fee schedule for fee information. We are not responsible for any fees that may be billed to you by your Internet service provider. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

20. Limitations. We reserve the right to reject or limit the frequency and dollar amount of transfers and payments for security reasons. Payments may only be made to payees and accounts in the United States, and only in U.S. dollars.

We may refuse to permit a Service transaction at any time and without prior notice if we believe it may violate applicable law. See your Deposit Account Agreement for further details.

21. Your Responsibility. You agree to review promptly all statements, Customer Notices, and transaction information made available to you, and to report all unauthorized transactions and errors to us immediately. You agree that we may process payment that is submitted with correct online login information and agree that such instructions will be deemed effective as if made by you, even if they are not transmitted or authorized by you.

22. 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 Services. We will not be responsible for any loss, delay, cost or liability to the extent that it arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties which are not within our immediate and reasonable control (including, but not limited to, any Internal Security Breaches or the interception, corruption and/or modification of instructions that you send to us); (b) your negligence or breach of any agreement with us; (c) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (d) causes beyond our reasonable control; (e) the application of any government or funds-transfer system rule, guideline, policy or regulation; (f) the lack of available funds in your account to complete a transaction; (g) our inability to confirm to our satisfaction the authority of any person to act on your behalf; or (h) your failure to follow any applicable software manufacturer's recommendations or our Service instructions.

There may be other exceptions to our liability, as stated in your account or other Service agreements with us.

We will not be responsible under any circumstances for special, indirect, or consequential damages 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 the terms of this Agreement or to recover for any 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 your Service. You acknowledge (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort.

23. Other Terms. This Agreement incorporates, supplements, and supersedes where inconsistent, the terms of your Deposit Account Agreement with us. You agree to comply with the terms and conditions found at our web site as well as any Service guidelines and instructions we provide at the Service website. Unless we agree otherwise in a writing that specifically refers to this Agreement, this Agreement, our web site terms and conditions, and your Deposit Account Agreement contain all of the terms of our agreement with you with respect to the Service.

24. Change in Terms. We may add to, delete from, or change the terms of this Agreement at any time by sending a notice to any of you at the mail or e-mail address shown in our records, by posting the notice or an amended Agreement on our web site, or by delivering it to you. You may choose not to accept the change by closing your account(s) or terminating this Agreement and your use of the Service.

Note: Some elements of our Service may not be available at all times. We may make additional features and services available from time to time.

25. Termination. We may terminate or suspend your access to all or part of the Service at any time, with or without cause. If you decide to cancel the Service, call us at the number or write to us at the address shown in Section 3. Let us know if you have any outstanding scheduled or recurring bill payments or transfers that you also wish to cancel. Unless you advise us not to make such payments, you will be responsible for any payments we make following your notice of termination. We may refuse to make scheduled or recurring Service payments and/or transfers following termination of the Service. Any indemnification required by this Agreement shall survive its termination.

To the extent permitted by law or regulation, we hereby disclaim all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, and in no event shall we be liable for any special, indirect, incidental, or consequential damages whatsoever resulting from the use of the e-Statement service, including any loss or misuse of data, whether or not you are advised of the possibility of such loss or damage.

Acceptance and Consent

I have read, understand, and agree to be bound by the terms and conditions described above.

I agree to the business online banking access agreement.